

SOLICITATION, OFFER AND AWARD			1. This Contract Is A Rated Order Under DPAS (15 CFR 700)		Rating DOA7	Page 1 of 65
2. Contract No.		3. Solicitation No. W15P7T-04-B-L210		4. Type of Solicitation Sealed Bid (IFB)	5. Date Issued	6. Requisition/Purchase No. SEE SCHEDULE
7. Issued By COMMANDER US ARMY CECOM, ACQ CENTER AMSEL-ACCC-RT-L FORT MONMOUTH, NJ 07703-5008			Code W15P7T	8. Address Offer To (If Other Than Item 7)		

SOLICITATION

NOTE: In sealed bid solicitations 'offer' and 'offeror' mean 'bid' and 'bidder'.

9. Sealed offers in original and 1 signed copies for furnishing the supplies or services in the Schedule will be received at the place specified in item 8, or if handcarried, in the depository located in _____ until _____ (hour) local time _____ (Date).

Caution - Late Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

10. For Information Call:	Name LEE BURGOS E-mail address: LEE.BURGOS@MAIL1.MONMOUTH.ARMY.MIL	Telephone No. (Include Area Code) (NO Collect Calls) (732)532-1735
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OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. Discount For Prompt Payment
(See Section I, Clause No. 52.232-8)

14. Acknowledgment of Amendments (The offeror acknowledges receipt of amendments to the Solicitation for offerors and related documents numbered and dated:

Amendment Number	Date	Amendment Number	Date

15A. Contractor/Offeror/Quoter		Code	Facility	16. Name and Title of Person Authorized to Sign Offer (Type or Print)	
15B. Telephone Number (Include Area Code)		15C. Check if Remittance Address is <input type="checkbox"/> Different From Blk 15A- Furnish Such Address In Offer		17. Signature	
				18. Offer Date	

AWARD (To be completed by Government)

19. Accepted As To Items Numbered		20. Amount	21. Accounting And Appropriation	
22. Authority For Using Other Than Full And Open Competition: <input type="checkbox"/> 10 U.S.C. 2304(c)() <input type="checkbox"/> 41 U.S.C. 253(c)()			23. Submit Invoices To Address Shown In (4 copies unless otherwise specified)	
24. Administered By (If other than Item 7)			25. Payment Will Be Made By	
Code			Code	
SCD PAS ADP PT				
26. Name of Contracting Officer (Type or Print)			27. United States Of America (Signature of Contracting Officer)	
			28. Award Date	

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

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Name of Offeror or Contractor:

SECTION A - SUPPLEMENTAL INFORMATION

	Regulatory Cite	Title	Date
A-1	52.6106	NOTICE: SOLICITATION OMBUDSMAN	JAN/2004
(a) The US Army Communications-Electronics Command (CECOM) has established the Office of Solicitation Ombudsman to assist industry in removing unnecessary and burdensome requirements from CECOM solicitations. The Ombudsman is authorized to suspend, cancel or revise solicitations that do not represent proper procurement practices or sound business judgement.			
(b) If you feel that a CECOM solicitation contains improper elements or can be further streamlined to promote more efficient use of taxpayer dollars, you should first identify these issues to the Procuring Contracting Officer (PCO), Jo-Ann Lee. If the PCO is unable to resolve your concerns satisfactorily, or cannot do so in a timely manner, you are encouraged to call the CECOM Ombudsman at (732) 532-5550. The PCO/Ombudsman should be advised at least <u>5 days</u> prior to the date established in the solicitation for the receipt of offers of any deficiency. You may also write to:			
<div> Commander, US Army CECOM CECOM Acquisition Center Solicitation Ombudsman Attn: Ms. Diane L. Meickle AMSEL-ACCS-B Fort Monmouth, NJ 07703-5008 </div>			

A-2	52.6307	EXECUTIVE SUMMARY	AUG/1996
1. <u>Description of the Item(s)/Service(s) being Procured.</u> AN/VVS-2(V)			
2. <u>Program Objectives/Needs.</u> Spare Parts			
3. <u>Delivery Schedule.</u> See the Schedule in Section B and Section F for delivery with and without First Article Requirements.			
4. <u>Government Testing Requirements.</u> First Article Testing and other testing as described in the solicitation and Statement of Work, Attachment No. 1 in Section J- Any request for Waiver of First Article shall be in accordance with Section K 52.7169. Note: Line Items 0002AA, 0004AA, 0007AA, and 0009AA must be priced.			
5. <u>Type of Contract.</u> Firm Fixed Price			
6. <u>Format of the Contract.</u> Indefinite Delivery/Indefinite Quantity (IDIQ)			
7. <u>Nature of the Work.</u> Production			
8. <u>Unusual/Specific Aspects of the Acquisition.</u> 100% Small Business Set-Aside			
9. <u>Source Selection Methodology.</u> Lowest price, responsive and responsible bidder			
10. <u>Negotiated Procurements.</u> Not Applicable			
11. <u>Disclaimer.</u> This Executive Summary has been prepared as an aid to the potential offeror. We have made every attempt to accurately reflect the requirements/information contained in the solicitation. However, if you find any discrepancies between the Executive Summary and the clauses/provisions contained in the solicitation, the clauses/provisions contained in the solicitation shall prevail. Please contact the contract specialist identified in Block 10 of the SF33 if any discrepancies are found.			

A_3 - ISSUANCE OF DRAWINGS:

A COMPACT DISK (CD) CONTAINING THE DRAWINGS CITED IN THE SOLICITATION AND STATEMENT OF WORK (SOW) (ATTACHMENT NO. 1 IN SECTION J) IS BEING PROVIDED BY MAIL, UNDER SEPARATE COVER. THE CD IS BEING PROVIDED TO ALL INTERESTED SOURCES WHO SUBMITTED A WRITTEN REQUEST TO THE CONTRACTING OFFICER AS INSTRUCTED IN THE COMMERCE BUSINESS DAILY (CBD) NOTICE OF 22 MARCH 2004.

*** END OF NARRATIVE A 001 ***

BID SUBMISSION INSTRUCTIONS:

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Name of Offeror or Contractor:		

BIDS SHALL BE DELIVERED/RECEIVED AT THE FOLLOWING LOCATION BY THE BID OPENING DATE TIME OF MAY 26, 2004, AT 1:30 P.M LOCAL TIME:

COMMANDER, US ARMY CECOM
 BID ROOM (ATTN: AMSEL-ACSB-BID)
 BUILDING 1208 EAST GROUND FLOOR
 AVENUE OF MEMORIES AND RITTKO AVENUE
 FORT MONMOUTH, NJ 07703-5000
 TELEPHONE NUMBER: (732) 532-2681
 RE: SOLICITATION NUMBER W15P7T-04-B-L210 (ATTN: LEE BURGOS)

ALL BIDS MUST EITHER BE SUBMITTED VIA U.S. POSTAL MAIL, FEDEXED, OR SOME OTHER FORM OF COMMERCIAL DELIVERY.

THE CECOM BID/TILO OFFICE ONLY ACCEPTS HAND-CARRIED PACKAGES THAT HAVE BEEN SCANNED. THIS SCANNING FUNCTION IS LOCATED IN BUILDING 451. OFFERORS ARE REMINDED TO ALLOW SUFFICIENT TIME NECESSARY FOR GAINING VISITOR AUTHORIZATION AND SCANNING OF HAND-CARRIED PACKAGES. OFFERORS WILL FIND VISITOR ACCESS REQUEST FORM AND DIRECTIONS TO VISITOR CONTROL CENTER IN THE FILE LABELED ATTACHMENTS. (PLEASE ALLOT ADDITIONAL TIME FOR THIS SCREENING PROCESS 1 TO 2 DAYS). OFFERORS ARE REMINDED THAT ADDITIONAL TIME SHOULD BE ALLOTTED FOR COMPLETION OF THE SCANNING PROCESS TO ENSURE SOLICITATIONS ARE RECEIVED BY THE BID CLOSING DATE.

A PUBLIC BID OPENING FOR INVITATIONS FOR BID (IFB) ON W15P7T-04-B-L210 WILL BE CONDUCTED, THURSDAY, MAY 27, 2004 PROMPTLY AT 1:30 P.M. EASTERN STANDARD TIME.

THE BID OPENING WILL TAKE PLACE AT THE MONMOUTH COUNTY LIBRARY EASTERN BRANCH, HIGH 35, SHREWSBURY, NJ 07702. COMMERCIAL PHONE (732) 842-5995.

AWARD WILL BE MADE TO THE LOWEST PRICE, RESPONSIVE, RESPONSIBLE BIDDER.

*** END OF NARRATIVE A 002 ***

CONTRACT TYPE:

This is a five (5) year Indefinite Delivery/Indefinite Quantity (IDIQ) type contract. Delivery Orders will be issued on a firm fixed price basis for hardware and data items. See Section I clauses entitled, "Ordering" FAR 52.216-18; "Order Limitations" FAR 52.216-19; and Indefinite Quantity" FAR 52.216-22.

ESTIMATED CONTRACT REQUIREMENT (ECR):

The ECR for this contract is as follows:

<u>ITEM</u>	<u>NOMENCLATURE</u>	<u>NATIONAL STOCK NUMBER (NSN)</u>	<u>ESTIMATED CONTRACT REQUIREMENT</u>
0001	Mount Housing Assembly	5855-01-122-9417	500
0003	Housing Assembly, Main	5855-01-047-9267	400
0005	Plate Assembly	5855-01-122-9416	100
0006	Objective Lens Assembly	5855-01-027-3621	500
0008	Eyepiece Lens Assembly	5855-01-433-7009	1000

First Article and Technical Data requirements apply.

EXPLANATION OF REQUIREMENTS:

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Name of Offeror or Contractor:

This ID/IQ contract estimates the Government's requirements over the five (5) year period of the contract. Quantity ranges are stated for each year of the contract to allow for pricing of orders placed within a specific range and within a specific year. The range quantities stated are not to be construed as yearly requirements.

INITIAL MINIMUM ORDER QUANTITY:

Pursuant to FAR 16.504(a)(2) the minimum quantity that the Government must order and the contractor must supply is as follows:

ITEM	NOMENCLATURE	NATIONAL STOCK NUMBER (NSN)	QUANTITY
0001	Mount Housing Assembly	5855-01-122-9417	70 EACH
0003	Housing Assembly, Main	5855-01-047-9267	61 EACH
0005	Plate Assembly	5855-01-122-9416	6 EACH
0006	Objective Lens Assembly	5855-01-027-3621	95 EACH
0008	Eyepiece Lens Assembly	5855-01-433-7009	50 EACH

*** END OF NARRATIVE A 003 ***

[illegible]

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>Commercial Packaging (ASTM D 3951-98). Marking shall be IAW paragraph 5.1.6.3 of ASTM D 3951-98. Packaging and Marking shall be the responsibility of the Vendor/Offeror to ensure item/equipment integrity during inter/intra plant transit/storage at no extra cost to the Government.</p> <p>(End of narrative D001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u> DOC SUPPL <u>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</u> 001</p> <p>FOB POINT: Destination</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u> (W25G1U) TRANSPORTATION OFFICER UNKNOWN NTREQD DDSP NEW CUMBERLAND FACILITY NEW CUMBERLAND PA 17070-5001</p> <p><u>DELIVERY SCHEDULE WITH FIRST ARTICLE</u> <u>REQUIREMENT:</u></p> <p>25 UNITS COMMENCING 180 DAYS AFTER EFFECTIVE DATE OF THE FIRST DELIVERY ORDER. 25 UNITS EACH MONTH THEREAFTER UNTIL COMPLETION OF ORDER.</p> <p>DELIVERY SCHEDULE WITHOUT FIRST ARTICLE REQUIREMENT (ALL DELIVERY ORDERS):</p> <p>25 UNITS COMMENCING 120 DAYS AFTER EFFECTIVE OF THE DELIVERY ORDER. 25 UNITS EACH MONTH THEREAFTER UNTIL COMPLETION OF ORDER.</p> <p>DELIVERY SCHEDULE DATES/REQUIREMENTS WILL BE SET FORTH IN EACH DELIVERY ORDER.</p> <p>(End of narrative F001)</p>				
0002	SECURITY CLASS: Unclassified				
0002AA	<u>FIRST ARTICLE REQUIREMENT FOR CLIN 0001</u>		LO	\$ _____	\$ _____

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W15P7T-04-B-L210 MOD/AMD	Page 8 of 65
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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>NOUN: FIRST ARTICLE REQUIREMENT</p> <p>First Article consists of five (5) test units selected at random from the initial production lot of NSN 5855-01-122-9417 manufactured IAW the requirements cited for CLIN 0001. Approved First Article units may be delivered as part of the production quantity for CLIN 0001. The Government shall determine the acceptability of all FAT samples. First Article shall be performed in accordance with Statement of Work (SOW) paragraph 3.7. (SOW can be found in Section J attachment 1)</p> <p>(End of narrative B001)</p> <p>CAUTION: Failure to complete amount columns for First Article SLINs may render your bid nonresponsive. Bidders are cautioned that prices for First Article units and testing should reflect only those reasonable costs associated with production and testing those units or run the risk of being rejected as unacceptable if the offer is found to be materially unbalanced.</p> <p>(End of narrative B002)</p> <p><u>Fabrication of First Article</u> - Include under this SLIN all charges for labor and materials and all other costs allocable to the fabrication of First Article units. For units that will be delivered as part of the production quantity, only include costs over and above the costs covered by CLIN 0001. Include costs of refurbishing that may be required after testing, for acceptance as production quantity.</p> <p>(End of narrative C001)</p> <p><u>Packaging and Marking</u></p> <p>Packaging/Packing shall be IAW Standard Practice for Commercial Packaging (ASTM D 3951-98). Marking shall be IAW MIL-STD-129. Packaging and Marking shall be the responsibility of the vendor/offeror to ensure item/equipment integrity during</p>				

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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>inter/intra plan transit/storage at no extra cost to the Government</p> <p>(End of narrative D001)</p> <p>Subject to approval of the First Article Test Report, SLIN 0012AA below.</p> <p>(End of narrative D002)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin Government Approval/Disapproval Days: 30</p> <p>FOB POINT: Destination</p> <p>Disposition/Delivery of tested units shall be IAW the disposition instructions contained in the SOW, Attachment No. 1 in Section J.</p> <p>(End of narrative F001)</p>				
0003	<p>FSCM: 80063 PART NR: SM-D-771335-1 SECURITY CLASS: Unclassified</p>				
0003AA	<p><u>NSN: 5855-01-047-9267</u></p> <p>NOUN: HOUSING ASSEMBLY MAIN</p> <p>This acquisition is a five (5) year Indefinite Delivery/indefinite Quantity (ID/IQ) type contract, on a Firm Fixed Price (FFP) basis, for the AN/VVS-2(V) spare parts. CLIN 0003 is established for NSN 5855-01-047-9267 in accordance with (IAW) Drawing No. SM-D-771335-1 (and all associated drawings), Statement of Work (SOW) Attachment No. 1 in Section J and other requirements as set forth herein. This line item is for an estimated quantity of 400 units. Quantities are divided into ranges to allow for pricing of orders placed within a specific range. The ranges are displayed on a yearly basis for each of the five (5) years of the contract to allow for pricing of orders placed within a specific year. The ranges/quantities are not</p>		EA	\$ _____	\$ _____

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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																																																												
	<p>to be construed as yearly requirements.</p> <p>SEE CLAUSE IN SECTION I, ENTITLED ORDERING (FAR 52.216-18).</p> <p>(End of narrative B001)</p> <p>FOR THIS CLIN 0001, PRICES <u>ARE NOT</u> TO BE INSERTED IN THE "UNIT PRICE" AND "AMOUNT" COLUMNS. UNIT PRICES <u>ARE</u> TO BE INSERTED IN THE NARRATIVE PORTION BELOW LABELED, "unit price" FOR EACH RANGE AND YEAR OF THE CONTRACT.</p> <p>DEFINITIVE DATES FOR EACH YEAR WILL BE STATED AT TIME OF CONTRACT AWARD.</p> <p><u>YEAR ONE (1)</u></p> <p>Ranges for orders placed from date of contract award through 365 days after contract DAC</p> <table><tr><th><u>RANGE</u></th><th><u>FROM</u></th><th><u>TO</u></th><th><u>UNITS</u></th><th><u>UNIT PRICE</u></th></tr><tr><td>A</td><td>25</td><td>100</td><td>EACH</td><td>\$ _____</td></tr><tr><td>B</td><td>101</td><td>300</td><td>EACH</td><td>\$ _____</td></tr><tr><td>C</td><td>301</td><td>400</td><td>EACH</td><td>\$ _____</td></tr></table> <p><u>YEAR TWO (2)</u></p> <p>Ranges for orders placed from 366 DAC through 730 DAC</p> <table><tr><td>A</td><td>25</td><td>100</td><td>EACH</td><td>\$ _____</td></tr><tr><td>B</td><td>101</td><td>300</td><td>EACH</td><td>\$ _____</td></tr><tr><td>C</td><td>301</td><td>400</td><td>EACH</td><td>\$ _____</td></tr></table> <p><u>YEAR THREE (3)</u></p> <p>Ranges for orders placed from 731 DAC through 1,096 DAC</p> <table><tr><td>A</td><td>25</td><td>100</td><td>EACH</td><td>\$ _____</td></tr><tr><td>B</td><td>101</td><td>300</td><td>EACH</td><td>\$ _____</td></tr><tr><td>C</td><td>301</td><td>400</td><td>EACH</td><td>\$ _____</td></tr></table> <p><u>YEAR FOUR (4)</u></p> <p>Ranges for orders placed from 1,097 through 1,462 DAC</p> <table><tr><td>A</td><td>25</td><td>100</td><td>EACH</td><td>\$ _____</td></tr><tr><td>B</td><td>101</td><td>300</td><td>EACH</td><td>\$ _____</td></tr></table>	<u>RANGE</u>	<u>FROM</u>	<u>TO</u>	<u>UNITS</u>	<u>UNIT PRICE</u>	A	25	100	EACH	\$ _____	B	101	300	EACH	\$ _____	C	301	400	EACH	\$ _____	A	25	100	EACH	\$ _____	B	101	300	EACH	\$ _____	C	301	400	EACH	\$ _____	A	25	100	EACH	\$ _____	B	101	300	EACH	\$ _____	C	301	400	EACH	\$ _____	A	25	100	EACH	\$ _____	B	101	300	EACH	\$ _____				
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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<div>C301400EACH\$</div> <div>YEAR FIVE (5)</div> <div>Ranges for orders placed from 1,463 through 1,825 DAC</div> <div>A25100EACH\$</div> <div>B101300EACH\$</div> <div>C301400EACH\$</div> <div>(End of narrative C001)</div> <div>Packaging and Marking</div> <div>PACKAGING/PACKING/SPECIFICATIONS:</div> <div>SEE SECTION D AND SOW IN SECTION J</div> <div>LEVEL PRESERVATION: Commercial</div> <div>LEVEL PACKING: Commercial</div> <div>Packaging/Packing shall be IAW Standard Commercial Packaging (ASTM D 3951-98). Marking shall be IAW paragraph 5.1.6.3 of ASTM D 3951-98. Packaging and Marking shall be the responsibility of the Vendor/Offeror to ensure item/equipment integrity during inter/intra plant transit/storage at no extra cost to the Government.</div> <div>(End of narrative D001)</div> <div>Inspection and Acceptance</div> <div>INSPECTION: OriginACCEPTANCE: Origin</div> <div>Deliveries or Performance</div> <div>DOC SUPPL</div> <div>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD001</div> <div>FOB POINT: Destination</div> <div>SHIP TO: PARCEL POST ADDRESS</div> <div>(W25G1W) DEF DIST DEPOT TOBYHANNA</div> <div>11 HAP ARNOLD BLVD</div> <div>BLDG 11</div> <div>TOBYHANNA, PA 18466-5059</div> <div>DELIVERY SCHEDULE WITH FIRST ARTICLE REQUIREMENT:</div>				

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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>25 UNITS COMMENCING 180 DAYS AFTER EFFECTIVE DATE OF THE FIRST DELIVERY ORDER. 25 UNITS EACH MONTH THEREAFTER UNTIL COMPLETION OF ORDER.</p> <p>DELIVERY SCHEDULE WITHOUT FIRST ARTICLE REQUIREMENT (ALL DELIVERY ORDERS):</p> <p>25 UNITS COMMENCING 120 DAYS AFTER EFFECTIVE OF THE DELIVERY ORDER. 25 UNITS EACH MONTH THEREAFTER UNTIL COMPLETION OF ORDER.</p> <p>DELIVERY SCHEDULE DATES/REQUIREMENTS WILL BE SET FORTH IN EACH DELIVERY ORDER.</p> <p>(End of narrative F001)</p>				
0004	SECURITY CLASS: Unclassified				
0004AA	<p><u>FIRST ARTICLE REQUIREMENT FOR CLIN 0003</u></p> <p>NOUN: FIRST ARTICLE REQUIREMENT</p> <p>CAUTION: Failure to complete account columns for First Article SLINs may render your bid nonresponsibe. Bidders are cautioned that prices for First Article units and testing should reflect only those reasonable costs associated with production and testing those units or run the risk of being rejected as unacceptable if the offer is found to be materially unbalanced.</p> <p>(End of narrative B002)</p> <p>First Article consists of five (5) test units selected at random from the initial production lot of NSN 5855-01-122-9417 manufactured IAW the requirements cited for CLIN 0001. Approved First Article units may be delivered as part of the production quantity for CLIN 0001. The Government shall determine the acceptability of all FAT samples. First Article shall be performed in accordance with Statement of Work (SOW) paragraph 3.7. (SOW can be found in Section J attachment 1)</p> <p>(End of narrative B003)</p>		LO	\$ _____	\$ _____

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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005	<p><u>Fabrication of First Article</u> - Include under this SLIN all charges for labor and materials and all other costs allocable to the fabrication of First Article units. For units that will be delivered as part of the production quantity, only include costs over and above the costs covered by CLIN 0001. Include costs of refurbishing that may be required after testing, for acceptance as production quantity.</p> <p>(End of narrative C001)</p> <p><u>Packaging and Marking</u></p> <p>Packaging/Packing shall be IAW Standard Practice for Commercial Packaging (ASTM D 3951-98). Marking shall be IAW MIL-STD-129. Packaging and Marking shall be the responsibility of the vendor/offeror to ensure item/equipment integrity during inter/intra plan transit/storage at no extra cost to the Government</p> <p>(End of narrative D001)</p> <p>Subject to approval of the First Article Test Report, SLIN 0012AA below.</p> <p>(End of narrative D002)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin Government Approval/Disapproval Days: 30</p> <p>FOB POINT: Destination</p> <p>Disposition/Delivery of tested units shall be IAW the disposition instructions contained in the SOW, Attachment No. 1 in Section J.</p> <p>(End of narrative F001)</p> <p>FSCM: 80063 PART NR: SM-D-771474-1 SECURITY CLASS: Unclassified</p>				

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT															
0005AA	<p>NSN: 5855-01-122-9416</p> <p>NOUN: PLATE ASSEMBLY</p> <p>This acquisition is a five (5) year Indefinite Delivery/indefinite Quantity (ID/IQ) type contract, on a Firm Fixed Price (FFP) basis, for the AN/VVS-2(V) spare parts. CLIN 0005 is established for NSN 5855-01-122-9416 in accordance with (IAW) Drawing No. SM-D-771474-1 (and all associated drawings), Statement of Work (SOW) Attachment No. 1 in Section J and other requirements as set forth herein. This line item is for an estimated quantity of 100 units. Quantities are divided into ranges to allow for pricing of orders placed within a specific range. The ranges are displayed on a yearly basis for each of the five (5) years of the contract to allow for pricing of orders placed within a specific year. The ranges/quantities are not to be construed as yearly requirements.</p> <p>SEE CLAUSE IN SECTION I, ENTITLED ORDERING (FAR 52.216-18).</p> <p>(End of narrative B001)</p> <p>FOR THIS CLIN 0001, PRICES <u>ARE NOT</u> TO BE INSERTED IN THE "UNIT PRICE" AND "AMOUNT" COLUMNS. UNIT PRICES <u>ARE</u> TO BE INSERTED IN THE NARRATIVE PORTION BELOW LABELED, "unit price" FOR EACH RANGE AND YEAR OF THE CONTRACT.</p> <p>DEFINITIVE DATES FOR EACH YEAR WILL BE STATED AT TIME OF CONTRACT AWARD.</p> <p><u>YEAR ONE (1)</u></p> <p>Ranges for orders placed from date of contract award through 365 days after contract DAC</p> <table><thead><tr><th><u>RANGE</u></th><th><u>FROM</u></th><th><u>TO</u></th><th><u>UNITS</u></th><th><u>UNIT PRICE</u></th></tr></thead><tbody><tr><td>A</td><td>5</td><td>40</td><td>EACH</td><td>\$_____</td></tr><tr><td>B</td><td>41</td><td>100</td><td>EACH</td><td>\$_____</td></tr></tbody></table> <p><u>YEAR TWO (2)</u></p> <p>Ranges for orders placed from 366 DAC through</p>	<u>RANGE</u>	<u>FROM</u>	<u>TO</u>	<u>UNITS</u>	<u>UNIT PRICE</u>	A	5	40	EACH	\$_____	B	41	100	EACH	\$_____		EA	\$_____	\$_____
<u>RANGE</u>	<u>FROM</u>	<u>TO</u>	<u>UNITS</u>	<u>UNIT PRICE</u>																
A	5	40	EACH	\$_____																
B	41	100	EACH	\$_____																

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>730 DAC</p> <p>A 5 40 EACH \$_____</p> <p>B 41 100 EACH \$_____</p> <p><u>YEAR THREE (3)</u></p> <p>Ranges for orders placed from 731 DAC through 1,096 DAC</p> <p>A 5 40 EACH \$_____</p> <p>B 41 100 EACH \$_____</p> <p><u>YEAR FOUR (4)</u></p> <p>Ranges for orders placed from 1,097 through 1,462 DAC</p> <p>A 5 40 EACH \$_____</p> <p>B 41 100 EACH \$_____</p> <p><u>YEAR FIVE (5)</u></p> <p>Ranges for orders placed from 1,463 through 1,825 DAC</p> <p>A 5 40 EACH \$_____</p> <p>B 41 100 EACH \$_____</p> <p> (End of narrative C001)</p> <p><u>Packaging and Marking</u></p> <p>PACKAGING/PACKING/SPECIFICATIONS:</p> <p>SEE SECTION D AND SOW IN SECTION J</p> <p>LEVEL PRESERVATION: Commercial</p> <p>LEVEL PACKING: Commercial</p> <p> Packaging/Packing shall be IAW Standard Commercial Packaging (ASTM D 3951-98). Marking shall be IAW paragraph 5.1.6.3 of ASTM D 3951-98. Packaging and Marking shall be the responsibility of the Vendor/Offeror to ensure item/equipment integrity during inter/intra plant transit/storage at no extra cost to the Government.</p> <p> (End of narrative D001)</p> <p><u>Inspection and Acceptance</u></p>				

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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																																																		
	<p>divided into ranges to allow for pricing of orders placed within a specific range. The ranges are displayed on a yearly basis for each of the five (5) years of the contract to allow for pricing of orders placed within a specific year. The ranges/quantities are not to be construed as yearly requirements.</p> <p>SEE CLAUSE IN SECTION I, ENTITLED ORDERING (FAR 52.216-18).</p> <p>(End of narrative B001)</p> <p>FOR THIS CLIN 0001, PRICES <u>ARE NOT</u> TO BE INSERTED IN THE "UNIT PRICE" AND "AMOUNT" COLUMNS. UNIT PRICES <u>ARE</u> TO BE INSERTED IN THE NARRATIVE PORTION BELOW LABELED, "unit price" FOR EACH RANGE AND YEAR OF THE CONTRACT.</p> <p>DEFINITIVE DATES FOR EACH YEAR WILL BE STATED AT TIME OF CONTRACT AWARD.</p> <p><u>YEAR ONE (1)</u></p> <p>Ranges for orders placed from date of contract award through 365 days after contract DAC</p> <table><tr><th><u>RANGE</u></th><th><u>FROM</u></th><th><u>TO</u></th><th><u>UNITS</u></th><th><u>UNIT PRICE</u></th></tr><tr><td>A</td><td>25</td><td>100</td><td>EACH</td><td>\$_____</td></tr><tr><td>B</td><td>101</td><td>300</td><td>EACH</td><td>\$_____</td></tr><tr><td>C</td><td>301</td><td>500</td><td>EACH</td><td>\$ _____</td></tr></table> <p><u>YEAR TWO (2)</u></p> <p>Ranges for orders placed from 366 DAC through 730 DAC</p> <table><tr><td>A</td><td>25</td><td>100</td><td>EACH</td><td>\$_____</td></tr><tr><td>B</td><td>101</td><td>300</td><td>EACH</td><td>\$_____</td></tr><tr><td>C</td><td>301</td><td>500</td><td>EACH</td><td>\$ _____</td></tr></table> <p><u>YEAR THREE (3)</u></p> <p>Ranges for orders placed from 731 DAC through 1,096 DAC</p> <table><tr><td>A</td><td>25</td><td>100</td><td>EACH</td><td>\$_____</td></tr><tr><td>B</td><td>101</td><td>300</td><td>EACH</td><td>\$_____</td></tr><tr><td>C</td><td>301</td><td>500</td><td>EACH</td><td>\$ _____</td></tr></table> <p><u>YEAR FOUR (4)</u></p>	<u>RANGE</u>	<u>FROM</u>	<u>TO</u>	<u>UNITS</u>	<u>UNIT PRICE</u>	A	25	100	EACH	\$_____	B	101	300	EACH	\$_____	C	301	500	EACH	\$ _____	A	25	100	EACH	\$_____	B	101	300	EACH	\$_____	C	301	500	EACH	\$ _____	A	25	100	EACH	\$_____	B	101	300	EACH	\$_____	C	301	500	EACH	\$ _____				
<u>RANGE</u>	<u>FROM</u>	<u>TO</u>	<u>UNITS</u>	<u>UNIT PRICE</u>																																																			
A	25	100	EACH	\$_____																																																			
B	101	300	EACH	\$_____																																																			
C	301	500	EACH	\$ _____																																																			
A	25	100	EACH	\$_____																																																			
B	101	300	EACH	\$_____																																																			
C	301	500	EACH	\$ _____																																																			
A	25	100	EACH	\$_____																																																			
B	101	300	EACH	\$_____																																																			
C	301	500	EACH	\$ _____																																																			

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>Ranges for orders placed from 1,097 through 1,462 DAC</p> <p>A 25 100 EACH \$ _____</p> <p>B 101 300 EACH \$ _____</p> <p>C 301 500 EACH \$ _____</p> <p><u>YEAR FIVE (5)</u></p> <p>Ranges for orders placed from 1,463 through 1,825 DAC</p> <p>A 25 100 EACH \$ _____</p> <p>B 101 300 EACH \$ _____</p> <p>C 301 500 EACH \$ _____</p> <p>(End of narrative C001)</p> <p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SEE SECTION D AND SOW IN SECTION J LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial</p> <p>Packaging/Packing shall be IAW Standard Commercial Packaging (ASTM D 3951-98). Marking shall be IAW paragraph 5.1.6.3 of ASTM D 3951-98. Packaging and Marking shall be the responsibility of the Vendor/Offeror to ensure item/equipment integrity during inter/intra plant transit/storage at no extra cost to the Government.</p> <p>(End of narrative D001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u> DOC SUPPL <u>REL CD</u> <u>MILSTRIP</u> <u>ADDR</u> <u>SIG CD</u> <u>MARK FOR</u> <u>TP CD</u> 001</p> <p>FOB POINT: Destination</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u> (W25G1U) TRANSPORTATION OFFICER UNKNOWN NTREQD DDSP NEW CUMBERLAND FACILITY NEW CUMBERLAND PA 17070-5001</p>				

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p><u>DELIVERY SCHEDULE WITH FIRST ARTICLE REQUIREMENT:</u></p> <p>25 UNITS COMMENCING 240 DAYS AFTER EFFECTIVE DATE OF THE FIRST DELIVERY ORDER. 50 UNITS EACH MONTH THEREAFTER UNTIL COMPLETION OF ORDER.</p> <p>DELIVERY SCHEDULE WITHOUT FIRST ARTICLE REQUIREMENT (ALL DELIVERY ORDERS):</p> <p>25 UNITS COMMENCING 180 DAYS AFTER EFFECTIVE OF THE DELIVERY ORDER. 50 UNITS EACH MONTH THEREAFTER UNTIL COMPLETION OF ORDER.</p> <p>DELIVERY SCHEDULE DATES/REQUIREMENTS WILL BE SET FORTH IN EACH DELIVERY ORDER.</p> <p style="text-align: center;">(End of narrative F001)</p>				
0007	SECURITY CLASS: Unclassified				
0007AA	<p><u>FIRST ARTICLE REQUIREMENT FOR CLIN 0006</u></p> <p>NOUN: FIRST ARTICLE REQUIREMENT</p> <p>First Article consists of five (5) test units selected at random from the initial production lot of NSN 5855-01-027-3621 manufactured IAW the requirements cited for CLIN 0006. Approved First Article units may be delivered as part of the production quantity for CLIN 0006. The Government shall determine the acceptability of all FAT samples.</p> <p>First Article shall be performed in accordance with Statement of Work (SOW) paragraph 3.7. (SOW can be found in Section J attachment 1)</p> <p style="text-align: center;">(End of narrative B001)</p> <p>CAUTION: Failure to complete account columns for First Article SLINs may render your bid nonresponsibe. Bidders are cautioned that</p>		LO	\$ _____	\$ _____

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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>prices for First Article units and testing should reflect only those reasonable costs associated with production and testing those units or run the risk of being rejected as unacceptable if the offer is found to be materially unbalanced.</p> <p>(End of narrative B002)</p> <p><u>Fabrication of First Article</u> - Include under this SLIN all charges for labor and materials and all other costs allocable to the fabrication of First Article units. For units that will be delivered as part of the production quantity, only include costs over and above the costs covered by CLIN 0006. Include costs of refurbishing that may be required after testing, for acceptance as production quantity.</p> <p>(End of narrative C001)</p> <p><u>Packaging and Marking</u></p> <p>Packaging/Packing shall be IAW Standard Practice for Commercial Packaging (ASTM D 3951-98). Marking shall be IAW MIL-STD-129. Packaging and Marking shall be the responsibility of the vendor/offeror to ensure item/equipment integrity during inter/intra plan transit/storage at no extra cost to the Government</p> <p>(End of narrative D001)</p> <p>Subject to approval of the First Article Test Report, SLIN 0012AA below.</p> <p>(End of narrative D002)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Destination</p> <p>Disposition/Delivery of tested units shall be IAW the disposition instructions contained in the SOW, Attachment No. 1 in Section J.</p> <p>(End of narrative F001)</p>				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0008	FSCM: 80063 PART NR: SM-D-771327-2 SECURITY CLASS: Unclassified				
0008AA	NSN: 5855-01-433-7009 NOUN: EYEPIECE LENS ASSEMBLY <				

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES					QUANTITY	UNIT	UNIT PRICE	AMOUNT
	B	201	700	EACH	\$ _____				
	C	701	1000	EACH	\$ _____				
	<u>YEAR TWO (2)</u>								
	Ranges for orders placed from 366 DAC through 730 DAC								
	A	25	200	EACH	\$ _____				
	B	201	700	EACH	\$ _____				
	C	701	1000	EACH	\$ _____				
	<u>YEAR THREE (3)</u>								
	Ranges for orders placed from 731 DAC through 1,096 DAC								
	A	25	200	EACH	\$ _____				
	B	201	700	EACH	\$ _____				
	C	701	1000	EACH	\$ _____				
	<u>YEAR FOUR (4)</u>								
	Ranges for orders placed from 1,097 through 1,462 DAC								
	A	25	200	EACH	\$ _____				
	B	201	700	EACH	\$ _____				
	C	701	1000	EACH	\$ _____				
	<u>YEAR FIVE (5)</u>								
	Ranges for orders placed from 1,463 through 1,825 DAC								
	A	25	200	EACH	\$ _____				
	B	201	700	EACH	\$ _____				
	C	701	1000	EACH	\$ _____				
	(End of narrative C001)								
	<u>Packaging and Marking</u>								
	PACKAGING/PACKING/SPECIFICATIONS:								
	SEE SECTION D AND SOW IN SECTION J								
	LEVEL PRESERVATION: Commercial								
	LEVEL PACKING: Commercial								
	Packaging/Packing shall be IAW Standard Commercial Packaging (ASTM D 3951-98).								

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>Marking shall be IAW paragraph 5.1.6.3 of ASTM D 3951-98. Packaging and Marking shall be the responsibility of the Vendor/Offeror to ensure item/equipment integrity during inter/intra plant transit/storage at no extra cost to the Government.</p> <p>(End of narrative D001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u> DOC SUPPL <u>REL CD</u> <u>MILSTRIP</u> <u>ADDR</u> <u>SIG CD</u> <u>MARK FOR</u> <u>TP CD</u> 001</p> <p>FOB POINT: Destination</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u> (W25G1U) TRANSPORTATION OFFICER UNKNOWN NTREQD DDSP NEW CUMBERLAND FACILITY NEW CUMBERLAND PA 17070-5001</p> <p><u>DELIVERY SCHEDULE WITH FIRST ARTICLE REQUIREMENT:</u></p> <p>25 UNITS COMMENCING 240 DAYS AFTER EFFECTIVE DATE OF THE FIRST DELIVERY ORDER. 50 UNITS EACH MONTH THEREAFTER UNTIL COMPLETION OF ORDER.</p> <p>DELIVERY SCHEDULE WITHOUT FIRST ARTICLE REQUIREMENT (ALL DELIVERY ORDERS):</p> <p>25 UNITS COMMENCING 180 DAYS AFTER EFFECTIVE OF THE DELIVERY ORDER. 50 UNITS EACH MONTH THEREAFTER UNTIL COMPLETION OF ORDER.</p> <p>DELIVERY SCHEDULE DATES/REQUIREMENTS WILL BE SET FORTH IN EACH DELIVERY ORDER.</p> <p>(End of narrative F001)</p>				
0009	SECURITY CLASS: Unclassified				
0009AA	<p><u>FIRST ARTICLE REQUIREMENT FOR CLIN 0008</u></p> <p>NOUN: FIRST ARTICLE REQUIREMENT</p>		LO	\$ _____	\$ _____

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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>First Article consists of five (5) test units selected at random from the initial production lot of NSN 5855-01-433-7009 manufactured IAW the requirements cited for CLIN 0008. Approved First Article units may be delivered as part of the production quantity for CLIN 0008. The Government shall determine the acceptability of all FAT samples. First Article shall be performed in accordance with Statement of Work (SOW) paragraph 3.7. (SOW can be found in Section J attachment 1)</p> <p>(End of narrative B001)</p> <p>CAUTION: Failure to complete account columns for First Article SLINs may render your bid nonresponsive. Bidders are cautioned that prices for First Article units and testing should reflect only those reasonable costs associated with production and testing those units or run the risk of being rejected as unacceptable if the offer is found to be materially unbalanced.</p> <p>(End of narrative B002)</p> <p><u>Fabrication of First Article</u> - Include under this SLIN all charges for labor and materials and all other costs allocable to the fabrication of First Article units. For units that will be delivered as part of the production quantity, only include costs over and above the costs covered by CLIN 0008. Include costs of refurbishing that may be required after testing, for acceptance as production quantity.</p> <p>(End of narrative C001)</p> <p><u>Packaging and Marking</u></p> <p>Packaging/Packing shall be IAW Standard Practice for Commercial Packaging (ASTM D 3951-98). Marking shall be IAW MIL-STD-129. Packaging and Marking shall be the responsibility of the vendor/offeror to ensure item/equipment integrity during inter/intra plan transit/storage at no extra</p>				

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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>cost to the Government</p> <p>(End of narrative D001)</p> <p>Subject to approval of the First Article Test Report, SLIN 0012AA below.</p> <p>(End of narrative D002)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin Government Approval/Disapproval Days: 30</p> <p>FOB POINT: Destination</p> <p>Disposition/Delivery of tested units shall be IAW the disposition instructions contained in the SOW, Attachment No. 1 in Section J.</p> <p>(End of narrative F001)</p>				
0010	SECURITY CLASS: Unclassified				
0010AA	<p><u>DATA ITEM - CONFIGURATION CONTROL</u></p> <p>DATA ITEM FOR CONFIGURATION CONTROL, CDRL DI-MISC-80711A, EXHIBIT A, SEQUENCE NO. A001, CONTAINED WITHIN THE SOW, ATTACHMENT NO. 1 IN SECTION J.</p> <p>(End of narrative C001)</p> <p>STANDARD PRACICE FOR COMMERCIAL PACKAGING (ASTM D 3951-98) IAW SECTION D.</p> <p>(End of narrative D001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p>		LO	\$ ** NSP **	\$ ** NSP **
0011	SECURITY CLASS: Unclassified				

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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0011AA	<p><u>DATA ITEM</u></p> <p>NOUN: FAT QUALIFICATION TEST PLAN</p> <p>FIRST ARTICLE QUALIFICATION TEST PLAN IAW CDRL DD FORM 1423, DI-NDTI-81307, EXHIBIT B, SEQUENCE B001 CONTAINED WITHIN THE SOW, ATTACHMENT NO. 1 SECTION J.</p> <p>UNDER THIS SLIN INCLUDE THE COST OF PERFORMING THE FIRST ARTICLE QUALIFICATION TEST PLAN AND FOR PREPARING AND SUBMITTING THE TEST REPORT. FIRST ARTICLE TESTING SHALL NOT COMMENCE UNTIL APPROVAL OF THE FIRST ARTICLE.</p> <p>(End of narrative C001)</p> <p><u>Packaging and Marking</u></p> <p>STNDARD PRACTICE FOR COMMERCIAL PACKAGING (ASTM D 3951-98) IAW SECTION D</p> <p>(End of narrative D001)</p> <p><u>Inspection and Acceptance</u></p> <p>INSPECTION: Destination ACCEPTANCE: Destination</p> <p>FOB POINT: Destination</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u> (W15P7T) COMMANDER US ARMY CECOM BLDG * FORT MONMOUTH, NJ 07703-5000</p>		LO	\$ _____	\$ _____
0012	SECURITY CLASS: Unclassified				
0012AA	<p><u>DATA ITEM</u></p> <p>NOUN: FIRST ARTICLE TEST REPORT</p>		LO	\$ _____	\$ _____

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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>FIRST ARTICLE TEST REPORT IAW CDRL DD FORM 1423, DI-NDTI-80809B, EXHIBIT C, SEQUENCE C001 CONTAINED WITHIN THE SOW, ATTACHMENT NO. 1 SECTION J.</p> <p>UNDER THIS SLIN INCLUDE THE COST OF PERFORMING THE FIRST ARTICLE TEST REPORT AND FOR PREPARING AND SUBMITTING THE TEST REPORT. FIRST ARTICLE TESTING SHALL NOT COMMENCE UNTIL APPROVAL OF THE FIRST ARTICLE TEST PLAN. (SLIN 0011AA)</p> <p>(End of narrative C001)</p> <p><u>Packaging and Marking</u></p> <p>STANDARD PRACTICE FOR COMMERCIAL PACKAGING (ASTM D 3951-98) IAW SECTION D</p> <p>(End of narrative D001)</p> <p><u>Inspection and Acceptance</u></p> <p>INSPECTION: Destination ACCEPTANCE: Destination</p> <p>THE INSPECTION AND ACCEPTANCE CITED ABOVE REFERS TO THE FIRST ARTICLE TEST REPORT. INSPECTION AND ACCEPTANCE OF FIRST ARTICLE TESTING IS AT SOURCE. ACCEPTANCE OF THE FIRST ARTICLE TESTING EFFORT IS SUBJECT TO GOVERNMENT APPROVAL OF THE FIRST ARTICLE TEST REPORT, WHICH IS TO BE DELIVERED IAW SECTION F NARRATIVE BELOW.</p> <p>(End of narrative E001)</p> <p>FOB POINT: Destination</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u> (W15P7T) COMMANDER US ARMY CECOM BLDG * FORT MONMOUTH, NJ 07703-5000</p> <p>DELIVERY AND DISTRIBUTION IAW CDRL, DD FORM 1423, EXHIBIT C, SEQUENCE C001 CONTAINED WITHIN THE SOW, ATTACHMENT NO. 1 IN SECTION J.</p>				

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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	(End of narrative F001)				
0013	SECURITY CLASS: Unclassified				
0013AA	<p>DATA ITEM - ENVIRONMENTAL RETEST</p> <p>DATA ITEM FOR ENVIRONMENTAL RETEST, CDRL DI-NDTI-80809B, EXHIBIT D, SEQUENCE NO. D001, CONTAINED WITHIN THE SOW, ATTACHMENT NO. 1 IN SECTION J.</p> <p>(End of narrative C001)</p> <p>STANDARD PRACICE FOR COMMERCIAL PACKAGING (ASTM D 3951-98) IAW SECTION D.</p> <p>(End of narrative D001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p>		LO	\$ ** NSP **	\$ ** NSP **
0014	SECURITY CLASS: Unclassified				
0014AA	<p>DATA ITEM - FAILURE ANALYSIS AND CORRECTIVE</p> <p>DATA ITEM FOR FAILURE ANALYSIS AND CORRECTIVE ACTION REPORT, CDRL DI-RELI-81315, EXHIBIT E, SEQUENCE NO. E001, CONTAINED WITHIN THE SOW, ATTACHMENT NO. 1 IN SECTION J.</p> <p>(End of narrative C001)</p> <p>STANDARD PRACICE FOR COMMERCIAL PACKAGING (ASTM D 3951-98) IAW SECTION D.</p> <p>(End of narrative D001)</p> <p><u>Inspection and Acceptance</u></p>		LO	\$ ** NSP **	\$ ** NSP **

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Name of Offeror or Contractor:

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
C-1	52.6900	ORDER OF PRECEDENCE, ISSUE OF SPECIFICATIONS (STATEMENT OF WORK)	SEP/2003
CS6900		ORDER OF PRECEDENCE-ISSUE OF SPECIFICATIONS (STATEMENT OF WORK)	
(52.6900)		(Sep 2003)	

1. The documents listed at Attachment 0001 through 0007 are directly cited within this solicitation/contract and are furnished at Section J. The equipment on contract will be produced in accordance with these documents.

2. The issue(s) (i.e., number, revision, title and issuance date) of the documents cited at Attachment 0001 through 0007 govern over any other issue of the same document(s) cited elsewhere within this solicitation/contract. However, when applicable, modifications/exceptions to these documents apply as specified in the provision entitled 'Modifications/Exceptions to Listed Specifications and Drawings' in Section C. When necessary, copies of cancelled or superseded specifications and/or standards applicable to this solicitation/contract are furnished at Section J (also see provision entitled 'Cancelled Specification Reinstated' in Section C).

3. When applicable, a list of the Contract Data Requirements Lists (CDRLs - DD Form 1423s) that apply to this contract is furnished at Attachment 0001 through 0007. The contractor will prepare and deliver the data and information in accordance with the requirements, quantities and schedules set forth by these CDRLs unless stated explicitly elsewhere in this solicitation/contract. The issue of the Data Item Description (DID) listed in the Acquisition Management Systems and Data Requirements Control List (AMSDL) (DOD 5010.12-L) is no longer being published. The DID is available on line at <http://assist.daps.dla.mil/>

When necessary, copies of canceled or superseded Data Item Descriptions applicable to this solicitation/contract are furnished at Section J.

4. The offeror/contractor is responsible for reviewing the entire solicitation/contract to identify all directly cited and subsequent referenced documents. Unless stated explicitly elsewhere in this solicitation/contract, the issue of these documents is that which appears in the hard copy edition of the Department of Defense Index of Specification and Standards (DoDISS), dated 1 July 2003, and Supplement 1 Mar 2004. Immediately upon completion of this review, the offeror/contractor will notify the Procuring Contracting Officer (PCO) of any conflicts or misunderstandings between this provision and other contractual requirements.

5. All directly cited or referenced documents not furnished with this solicitation may be obtained as follows:

a. Specifications, Standards and Data Item Descriptions listed in the DoDISS. Obtain these documents from:

DODSSP
Building 4/Section D
700 Robbins Avenue
Philadelphia, PA 19111-5094

FAX: (215) 697-1462

Note that requests for specification MIL-E-1 must include reference to the tube type.

b. Commercial Specifications, Standards, and Standards and Descriptions. When applicable, obtain these documents directly from the publisher.

c. Standard Practice for Commercial Packaging (ASTM D 3951-98). When applicable, obtain this document from:

American Society for Testing and Materials
100 Barr Harbor Drive
West Conshohocken, PA 19248-2959

NOTE: You may also obtain Specification and Standard Information via the Defense Standardization Program Office Webpage, <http://www.dodssp.daps.mil> Free registration for a UserID and password are required prior to using ASSIST-Online. In most cases, you will be able to download cases from your standard browser. The ASSIST-Online Website is located at: <http://assist.daps.mil>

6. Notes for Solicitations Involving Government-Furnished Drawings. The drawings specified in this solicitation depict the physical and functional requirements for the complete item and parts thereof. They do not contain complete details of all intervening processes, from raw material to finished products, which are necessary to fabricate, control, test, adjust, assemble and inspect the

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equipment on order.

a. Drawing Review and Certification.

(1) The government has examined the Technical Data Package and believes that all drawings and related drawing lists needed to prepare a realistic bid/offer and construct the equipment are included therein.

(2) The bidder/offeror/contractor shall utilize the documents (35mm aperture card or digital computerized files) copies of the drawings supplied with this solicitation as a basis for preparing the bid/offer and constructing the equipment on order in the event of contract award. The bidder/offeror is responsible for assuring that these documents contain all drawings cited in Attachment 0001 through 0007, excluding drawings for those items which will be government-furnished for incorporation into the equipment on order. Missing or illegible drawings must be reported to the PCO within 15 days after issuance of this solicitation.

(3) Concurrent with the submission of the bid/offer, the bidder/offeror will certify that the document set of drawings in the bidder's/offeror's possession is complete and legible. If not submitted, the successful bidder/offeror will be required to furnish such certification prior to award.

(4) Failure by the bidder/offeror to advise the government of any missing or illegible drawings, or to provide the certification described in paragraph 6.a.(3) above will not be considered an excusable cause for late deliveries or the submission of nonconforming supplies nor constitute grounds for a claim against the government subsequent to contract award.

b. Disposition of Drawings and Specifications.

(1) Nonclassified drawings and specifications furnished with this solicitation/contract are not to be returned to the government. They may be retained by the offeror for future reference or disposed of in any manner at the discretion of the offeror.

(2) Disposition of classified documents furnished with this solicitation/contract shall be in accordance with Chapter 5, Section 7, of the National Industrial Security Program Operating Manual (NISPOM), January 1995, DoD 5220.22-M.

7. Discrepancies in Section B Item Descriptions. The bidder/offeror is responsible for notifying the PCO immediately in the event that:

a. A line item in this solicitation does not identify the correct part number, drawing number, or specification, or

b. The identification of such parts is inconsistent, or

c. The line item refers to an obsolete part/model or a part/model which is no longer the latest baseline configuration for that time.

In such situations, the bidder/offeror will submit correcting information to the PCO for evaluation and action.

DEFINITION OF DAC/DAYS AFTER CONTRACT

The abbreviation 'DAC' for days after contract as used on the Contract Data Requirements List, DD Form 1423, attached to this solicitation or contract, means days after (checked date applies):

(N/A) effective date of contract.

(X) date of contract award.

(End of clause)

C-2	52.6910	MODIFICATIONS/EXCEPTIONS TO LISTED SPECIFICATIONS/DRAWINGS (STATEMENT OF WORK)	SEP/1992
1. The equipment on contract will be produced in accordance with the data cited at Attachments 0005 through 0008, as modified by the documents listed at Attachment 0008. The cited Exception/Modification references are attached at Section J.			
2. When the contractor is required to revise the existing technical data or generate new technical data to incorporate these modifications/exceptions indicated by inclusion of appropriate Statement of Work in Section C or J), all costs for such			

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generation/revisions will be included in the contractor's bid/offer.

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SECTION D - PACKAGING AND MARKING

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
D-1	52.7043	STANDARD PRACTICE FOR COMMERCIAL PACKAGING	APR/1999

Commercial packaging of drawings, test reports, software, and other data items shall be in accordance with ASTM D 3951-98. Hardware deliverables shall also be packaged in accordance with ASTM D 3951-98. All packages shall be marked in accordance with MIL-STD-129 (a waiver-free document). Bar Code Markings are required IAW ANSI/AIM-BC1, Uniform Symbology Specification Code 39 and MIL-STD-129. Intermediate packaging is required to facilitate handling and inventory control whenever the size of the unit package is 64 cubic inches or less. Unit packs requiring intermediate packing shall be packed in quantities governed by the following:

- a. Maximum of 100 unit packs per intermediate container.
- b. Maximum net load of 40 pounds.
- c. Maximum size of 1.5 cubic feet with at least two dimensions not exceeding 16 inches

Unless otherwise specified, shipments shall be unitized into a single load that can be handled as a unit throughout the distribution system. The supplier is responsible for performing package testing as specified in ASTM D 3951-98. The government reserves the right to perform any of the tests.

Copies of ASTM D 3951-98 are available from the:

American Society for Testing and Materials
100 Barr Harbor Drive
West Conshohocken, PA 19248-2959.

D-2	52.7044	STANDARD PRACTICE FOR COMMERCIAL PACKAGING (FOR DRAWINGS, SOFTWARE, AND OTHER DATA)	APR/1999
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Commercial packaging of drawings, test reports, software, and other data items shall be in accordance with ASTM D 3951-98

Copies of ASTM D 3951-98 are available from the:

American Society for Testing and Materials
100 Barr Harbor Drive
West Conshohocken, PA 19248-2959.

D-3	52.7047	BAR CODE MARKING	OCT/2001
Bar Code Markings are required for all items except unwrapped tires, items without an NSN, and local purchase items in accordance with MIL-STD-129, Standard Practice for Military Marking, and ANSI-AEM-BC 1, Uniform Symbology Specification Code 39.			

D-4	52.7048	INSECT INFESTION PREVENTION	SEP/2002
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For all contracts for the purchase of bulk lumber that will be used for packaging, the following applies:

"Nonmanufactured soft and hard wood materials identified as intended for use in the construction of wooden pallets, wood containers, and blocking and bracing shall be Heat Treated (HT) to a core temperature of 56 degrees Centigrade for 30 minutes, certified, and marked by an accredited agency recognized by the American Lumber Standards Committee (ALSC) in accordance with their Nonmanufactured Wood Packing Policy and Nonmanufactured Wood Packing Enforcement Regulations, both dated 30 May 2001."

For all contracts that require materiel to be packaged by the manufacturer the following applies:

"All wooden pallets, container interior blocking and bracing, and wood containers produced entirely or in part of nonmanufactured species shall be constructed of wood Heat Treated (HT) to a core temperature of 56 degrees Centigrade for 30 minutes, certified and marked accordingly by an accredited agency recognized by the American Lumber Standards Committee (ALSC) in accordance with their Nonmanufactured Wood Packing Policy and Nonmanufactured Wood Packing Enforcement Regulations, both dated 30 May 2001"

(End of Clause)

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SECTION E - INSPECTION AND ACCEPTANCE

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
E-1	52.246-01	CONTRACTOR INSPECTION REQUIREMENTS	APR/1984
E-2	52.246-02	INSPECTION OF SUPPLIES - FIXED-PRICE	AUG/1996
E-3	52.246-16	RESPONSIBILITY FOR SUPPLIES	APR/1984

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SECTION F - DELIVERIES OR PERFORMANCE

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
F-1	52.242-17	GOVERNMENT DELAY OF WORK	APR/1984
F-2	52.247-34	F.O.B. DESTINATION	NOV/1991

F-3	52.211-16	VARIATION IN QUANTITY	APR/1984
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(a) A variation in the quantity of any item called for by this contract will not be accepted unless the variation has been caused by conditions of loading, shipping, or packing, or allowances in manufacturing processes, and then only to the extent, if any, specified in paragraph (b) below.

(b) The permissible variation shall be limited to:

N/A Percent increase

N/A Percent decrease

This increase or decrease shall apply to entire amount placed on each delivery order.

F-4	52.247-48	F.O.B. DESTINATION--EVIDENCE OF SHIPMENT	FEB/1999
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(a) If this contract is awarded on a free on board (f.o.b.) destination basis, the Contractor--

(1) Shall not submit an invoice for payment until the supplies covered by the invoice have been shipped to the destination; and

(2) Shall retain, and make available to the Government for review as necessary, the following evidence of shipment documentation for a period of 3 years after final payment under the contract:

(i) If transportation is accomplished by common carrier, a signed copy of the commercial bill of lading for the supplies covered by the Contractor's invoice, indicating the carrier's intent to ship the supplies to the destination specified in the contract.

(ii) If transportation is accomplished by parcel post, a copy of the certificate of mailing.

(iii) If transportation is accomplished by other than common carrier or parcel post, a copy of the delivery document showing receipt at the destination specified in the contract.

(b) The Contractor is not required to submit evidence of shipment documentation with its invoice.

(End of clause)

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SECTION G - CONTRACT ADMINISTRATION DATA

	Regulatory Cite	Title	Date
G-1	252.204-7004	REQUIRED CENTRAL CONTRACTOR REGISTRATION (CCR) Reserved per FAC 2001-16 Use IF0851 or Alternate	OCT/2003

Reserved per FAC 2001-16 OCT 2003

(End of Clause)

G-2	52.7025	PLACE OF PERFORMANCE AND SHIPPING POINT	DEC/1987
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1. The work called for herein will be performed by the contractor at the following location(s):

Location of Final Manufacture: -1-
(City, County, State)

Packaging and Packing: -2-
(City, County, State)

Shipping Point (at or near): -3-
(Street Address, City, State, Zip Code)

Producing facilities: -4-
(Owner, Street Address, City, State, Zip Code)

Operator: -5-
(Operator, Street Address, City, State, Zip Code)

Contractor's office which will receive payment, supervise and administer the contract:

-6-
(Street Address, City, State)

2. Contractor's address on the face page of the contract will be considered as the location of any of the above elements which are not completed to indicate a different address.

3. UNCLASSIFIED CONTRACTS. Unless the prior written approval of the Procuring Contracting Officer (PCO) is obtained, the contractor shall not change the specified place of manufacture, packaging and packing, shipping point and/or producing facilities. Additionally, if such a change is made, the Government shall have the right to deduct from the contract price any increased costs (shipping, administration, etc.) which the Government may incur as a result of the change as well as any savings (labor costs, etc.) that the Government may be entitled to under the Changes clause.

4. CLASSIFIED CONTRACTS AND ANY CONTRACT THE PERFORMANCE OF WHICH WILL REQUIRE ACCESS TO CLASSIFIED INFORMATION OR MATERIAL. Unless the written approval of the Contracting Officer is obtained in advance, performance under this contract may not be carried on in any plant or factory other than that specified in paragraph 1 of this clause.

G-3	52.7050	ADMINISTRATIVE DATA/INSTRUCTIONS TO PAYING OFFICE	MAR/1999
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Project Designation: -1-

Initiating Activity: -2-
(Item/Project Manager)

Controlled Item Report Requirements: -3-

Invoice Address: -4-

INSTRUCTIONS TO PAYING OFFICE:

a. The Purchasing Office representative is:

<p style="text-align: center;">CONTINUATION SHEET</p>	<p style="text-align: center;">Reference No. of Document Being Continued</p> <p style="text-align: center;">PIIN/SIIN W15P7T-04-B-L210 MOD/AMD</p>	<p style="text-align: center;">Page 38 of 65</p>
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Name of Offeror or Contractor:

Name: -5-

Organization Code: -6-

Telephone Area Code and No.: (732)-7-

DSN/Autovon No.: -8-

b. Payment will be made by the office designated in Block 12 of Standard Form 26, Block 25 of Standard Form 33, or Block 15 of DD Form 1155. In the case of cost reimbursement type contracts, vouchers should be submitted directly to the cognizant Defense Contract Audit Agency (DCAA). Upon request, the Administrative Contracting Officer (ACO) will furnish the address of the cognizant DCAA. For other type contracts, the invoice should be forwarded directly to the designated paying office.

c. See FAR 52.232-33, Mandatory Information for Electronic Funds Transfer Payment. If payment is not available via electronic transfer then payment to the contractor shall be mailed to the following address (if other than the address shown on SF-26, SF-33 or DD Form 1155):

Name: -9-

Address: -10-

(City, State, Zip Code)

UNIT OF PURCHASE: Due to automation, when shipping or billing for the item(s) under this contract, the unit of purchase set forth in the Schedule, Section B, for each item must be used; e.g., if the quantity column indicates '144' for the item and the unit of purchase column indicates 'ea', the system will reject shipping and billing documents which indicate '1 gross'.

NOTE TO PAYING OFFICE: To properly match disbursements with their corresponding receiving/acceptance document, the paying office shall ensure that the invoice/voucher is disbursed from only those accounting classification reference numbers (ACRNs) and their corresponding subline item numbers (SLINs) indicated on the invoice/voucher, acceptance statement or receiving report.

G-4 52.7055 MANDATORY USE OF GOVERNMENT TO GOVERNMENT ELECTRONIC MAIL JUN/1999

(a) Unless exempted by the Procuring Contracting Officer in writing, communication after contract award between Government agencies shall be transmitted via electronic mail (e-mail).

(b) The following examples include, but are not limited to, the types of communication that shall be transmitted via e-mail:

Instructions to Contract Ordering Officer
Instructions to Administrative Contracting Officer*
Instructions to other Defense Contract Management Command personnel*
Instructions to Defense Finance Administration Services
Instructions to Defense Contract Audit Agency

*Includes Government to Government data not covered by the Government's Defense Contract Management Contract ALERTS Program. Audits and audit requests shall be processed through the Monitoring and Analysis Branch, e-mail box AMSEL-AC-SP-D@mail1.monmouth.army.mil.

(c) See Section H Clause 52.6110, Mandatory Use of Contractor to Government Electronic Mail, for further guidance.

NOTE: Upon receipt of the contract, respective Government agencies using e-mail shall provide the Procuring Contracting Officer with their e-mail address, name, title, office symbol, contract number, telephone and fax numbers to the e-mail address set forth in Section H, 52.6110.

(End of clause)

G-5 52.7080 DFAS COLUMBUS WEB INVOICING SYSTEM (WINS) NOV/1999

Contractors who are paid out of the DFAS Columbus office are requested to use the voluntary DFAS Web Invoicing System (WINS) whenever possible, when requesting payment of invoices or vouchers. Complete registration instructions may be found on the ACCESS WINS DFAS web site at

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<https://ecweb.dfas.mil>.

Vendor authentication includes user ID and passwords. User Guides are available at

<http://www.dfas.mil/ecedi/>.

Note: Contractors must be registered in the Central Contractors Registration database in order to use WINS.

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SECTION H - SPECIAL CONTRACT REQUIREMENTS

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
H-1	52.212-4	CONTRACT TERMS AND CONDITIONS-COMMERCIAL ITEMS	OCT/2003
H-2	252.204-7003	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	APR/1992

H-3	52.6110	MANDATORY USE OF CONTRACTOR TO GOVERNMENT ELECTRONIC MAIL	JUN/1999
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(a) Unless exempted by the Contracting Officer in writing, communications after contract award shall be transmitted via electronic mail (e-mail). This shall include all communication between the Government and the contractor except Contract Awards, Contract Modifications, Proposals, Procurement Sensitive Information, Classified Information and Proprietary Information. Return receipt will be used if a commercial application is available. CECOM will announce commercial applications for these items when they are available. At that time the above items will also be sent via e-mail.

(b) The format for all communication shall be compatible with the following: Microsoft Word 6.0 or higher.

(c) Files larger than 1/2 megabytes must use alternate means of transmission such as Zip Compression/Inflation (WinZip), File Transfer Protocol, WinFax or any Fax Modem. (Note: This includes both the text message and the attachment.) If an attachment is in binary format, the number of bytes for the attachment increases by 33%. Large items can be put on disk and mailed with the Contracting Officer's approval.

(d) A copy of all communications, with the exception of technical reports, shall be provided to the contract specialist.

(e) The following examples include, but are not limited to, the types of communication that shall be transmitted via e-mail:

- Routine Letters
- Requests for Proposals under the contract
- Price Issues (except contractor pricing data)
- Contract Data Requirements List Submittals
- Contract Data Requirements List Comments
- Approvals/Disapprovals by the Government
- Technical Evaluations of Contract Items
- Clarifications
- Configuration Control
- Drawings (not to exceed 1/2 megabyte)
- Revised Shipping Instructions
- Change Order Directions

(f) In order to be contractually binding, all Government communications must be sent from the Contracting Officer's e-mail address and contain the /s/ symbol above the Contracting Officer's signature block. The contractor shall designate the personnel with signature authority who can contractually bind the contractor. All binding contractor communication shall be sent from this contractor e-mail address.

(g) The Government reserves the right to upgrade to more advanced commercial applications at any time during the life of the contract.

(h) Upon award, the Contractor shall provide the Contracting Officer with a list of e-mail addresses for all administrative and technical personnel assigned to this contract. If known, the contractor shall also furnish the e-mail addresses of the Administrative Contracting Officer, DFAS and DCAA cognizant personnel. Upon receipt of the contract, all recipients are required to forward their e-mail address, name, title, office symbol, contract number, telephone number and fax number to the Contracting Officer's e-mail address listed below:

- (i) The Contracting Officer's e-mail address is: Jo-Ann.Lee@mail1.monmouth.army.mil
- The Contract Specialist's e-mail address is ligia.burgos@mail1.monmouth.army.mil
- The Technical Point of Contact's e-mail address is: Susan.Weir@mail1.monmouth.army.mil

(End of clause)

H-4	52.6115	MATERIAL INSPECTION AND RECEIVING REPORTS (DD FORM 250) DFARS APPENDIX F	APR/1999
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(a) Addresses required for special distribution in accordance with Table 2 and additional distribution requirements not covered by DOD FARS Appendix F, Tables 1 and 2 are as follows:

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ADDRESS	NO. OF COPIES
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Commander, US Army CECOM, ATTN:AMSEL-ACCC-RT-L(BUR) Fort Monmouth, NJ 07703-5000	1
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Commander, US Army CECOM, ATTN:AMSEL-LC-IEW-N-II(Weir) Fort Monmouth, NJ 07703-5000	1
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Commander, US Army CECOM, ATTN: AMSEL- AC-CS-E(ALE) Fort Monmouth, NJ 07703-5000	1
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(b) These special distribution instructions shall be included in any subcontract hereunder where the items produced by the subcontractor are to be shipped directly to the Government.

PROCEDURAL NOTE: In accordance with FAR 32.905(f), all invoice payments shall be supported by a receiving report or any other Government documentation authorizing payment to include, but not limited to the following:

- (1) Contract number or other authorization for supplies delivered or services performed.
- (2) Description of supplies delivered or services performed.
- (3) Quantities of supplies received and accepted or services performed, if applicable.
- (4) Date supplies delivered or services performed.
- (5) Date supplies or services were accepted by the designated Government official.
- (6) Signature, or when permitted by agency regulations, electronic equivalent, printed name, title, mailing address, and telephone number of the designated Government official responsible for acceptance or approval functions.

The Department of Defense Activity Address Code (DODAAC) may be used in lieu of the mailing address. E-mail addresses, if possible, shall be added to facilitate communication and the Contractor's Tax Identification Number (TIN) should also be included on the respective invoices for tracking purposes.

DFAS (Payment Office) WILL RETURN TO SENDER ANY RECEIVING REPORTS (INCLUDING DD FORM 250) WHICH DO NOT CONTAIN THE REQUIRED INFORMATION.

H-5	52.7301	ORDERING AUTHORITY	APR/2000
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CECOM reserves the right to issue Delivery Orders on behalf of any DOD component.
Ordering Officers are authorized to issue Delivery Orders under this contract.

H-6	52.7302	ORDERING OFFICER AUTHORITY	SEP/2003
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The authority of the Ordering Officers shall be to place Delivery Orders within the quantity and at the prices established for that quantity set forth at each Sub Line Item Number 0001AA, 0003AA, 0005AA, 0006AA, AND 0008AA in the contract. Ordering Officers are not authorized to negotiate or change any terms or conditions of the contract. As such, Ordering Officers cannot make any changes to the specifications, statements of work, unit price(s), quality, quantity, delivery schedules or, alter the terms and conditions of any contracr against which they place Delivery Orders. Ordering Officers may not perform any post award functions beyond Delivery Order obligation and distribution. Reference Army Federal Acquisition Regulation Supplement (AFARS) 5101.602-2-90.

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SECTION I - CONTRACT CLAUSES

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
I-1	52.202-1	DEFINITIONS	DEC/2001
I-2	52.203-3	GRATUITIES	APR/1984
I-3	52.203-5	CONVENANT AGAINST CONTINGENT FEES	APR/1984
I-4	52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	JUL/1995
I-5	52.203-7	ANTI-KICKBACK PROCEDURES	JUL/1995
I-6	52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-7	52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-8	52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	JUN/2003
I-9	52.204-4	PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER	AUG/2000
I-10	52.204-7	CENTRAL CONTRACTOR REGISTRATION	OCT/2003
I-11	52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	JUL/1995
I-12	52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	SEP/1990
I-13	52.214-26	AUDIT AND RECORDS--SEALED BIDDING	OCT/1997
I-14	52.214-27	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA--MODIFICATION--SEALED BIDDING	OCT/1995
I-15	52.214-28	SUBCONTRACTOR COST OR PRICING DATA--MODIFICATIONS--SEALED BIDDING	OCT/1997
I-16	52.214-29	ORDER OF PRECEDENCE - SEALED BIDDING	JAN/1986
I-17	52.219-06	NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE	JUN/2003
I-18	52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	OCT/2000
I-19	52.222-03	CONVICT LABOR	JUN/2003
I-20	52.222-20	WALSH-HEALEY PUBLIC CONTRACTS ACT	DEC/1996
I-21	52.222-26	EQUAL OPPORTUNITY	APR/2002
I-22	52.222-35	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA & OTHER ELIGIBLE VETERANS	DEC/2001
I-23	52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	JUN/1998
I-24	52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA AND OTHER ELIGIBLE VETERANS	DEC/2001
I-25	52.223-6	DRUG-FREE WORKPLACE	MAY/2001
I-26	52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (DEVIATION)	DEC/2003
I-27	52.227-1	AUTHORIZATION AND CONSENT	JUL/1995
I-28	52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	AUG/1996
I-29	52.229-3	FEDERAL, STATE, AND LOCAL TAXES	APR/2003
I-30	52.229-05	"DO NOT USE REMOVED PER FAC 2001-13" TAXES -	APR/1984
I-31	52.232-01	PAYMENTS	APR/1984
I-32	52.232-08	DISCOUNTS FOR PROMPT PAYMENT	FEB/2002
I-33	52.232-11	EXTRAS	APR/1984
I-34	52.232-17	INTEREST	JUN/1996
I-35	52.232-23 ALT I	ASSIGNMENT OF CLAIMS (JAN 1986) AND ALTERNATE I (APR 1984)	JAN/1986
I-36	52.232-25	PROMPT PAYMENT	OCT/2003
I-37	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER - CENTRAL CONTRACTOR REGISTRATION	OCT/2003
I-38	52.233-1	DISPUTES	JUL/2002
I-39	52.233-3	PROTEST AFTER AWARD	AUG/1996
I-40	52.242-13	BANKRUPTCY	JUL/1995
I-41	52.243-01	CHANGES - FIXED PRICE	AUG/1987
I-42	52.246-23	LIMITATION OF LIABILITY	FEB/1997
I-43	52.248-1	VALUE ENGINEERING	FEB/2000
I-44	52.248-1	VALUE ENGINEERING (FEB 2000) AND ALTERNATE II (FEB 2000)	FEB/2000
I-45	52.248-1	VALUE ENGINEERING (FEB 2000) AND ALTERNATE III (APR 1984)	FEB/2000
I-46	52.248-1	VALUE ENGINEERING (FEB 2000) AND ALTERNATE I (APR 1984)	FEB/2000
I-47	52.249-02	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)	MAY/2004
I-48	52.249-08	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	APR/1984
I-49	52.251-01	GOVERNMENT SUPPLY SOURCES	APR/1984
I-50	252.203-7001	PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-RELATED FELONIES	MAR/1999
I-51	252.205-7000	PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS	DEC/1991
I-52	252.209-7000	ACQUISITION FROM SUBCONTRACTORS SUBJECT TO ON-SITE INSPECTION UNDER THE INTERMEDIATE-RANGE NUCLEAR FORCES (INF) TREATY	NOV/1995
I-53	252.225-7001	BUY AMERICAN ACT--BALANCE OF PAYMENTS PROGRAM	APR/2003

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	Regulatory Cite	Title	Date
I-54	252.225-7002	QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS	APR/2003
I-55	252.225-7004	REPORTING OF CONTRACT PERFORMANCE OUTSIDE THE UNITED STATES	APR/2003
I-56	252.225-7007	BUY AMERICAN ACT--TRADE AGREEMENTS--BALANCE OF PAYMENTS PROGRAM	OCT/2002
I-57	252.225-7009	***REMOVED per DCN 20030331***USE IA0197** DUTY-FREE ENTRY-- QUALIFYING COUNTRY SUPPLIES (END PRODUCTS AND COMPONENTS)	AUG/2000
I-58	252.225-7012	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES	FEB/2003
I-59	252.225-7025	RESTRICTION ON ACQUISITION OF FORGINGS	APR/2003
I-60	252.225-7031	SECONDARY ARAB BOYCOTT OF ISRAEL	APR/2003
I-61	252.231-7000	SUPPLEMENTAL COST PRINCIPLES	DEC/1991
I-62	252.243-7001	PRICING OF CONTRACT MODIFICATIONS	DEC/1991
I-63	252.246-7000	MATERIAL INSPECTION AND RECEIVING REPORT	MAR/2003
I-64	252.247-7023	TRANSPORTATION OF SUPPLIES BY SEA	MAY/2002

I-65 52.204-7 CENTRAL CONTRACTOR REGISTRATION ALTERNATE 1 NOV/2003
IF6852 52.204-7 Central Contractor Registration Alternate 1.

As prescribed in 4.1104, use the following clause:

Central Contractor Registration (Oct 2003)

(a) Definitions. As used in this clause--

Central Contractor Registration (CCR) database means the primary Government repository for Contractor information required for the conduct of business with the Government.

Data Universal Numbering System (DUNS) number means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

Data Universal Numbering System +4 (DUNS+4) number means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see the FAR at Subpart 32.11) for the same parent concern.

Registered in the CCR database means that--

(1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database; and
(2) The Government has validated all mandatory data fields and has marked the record ``Active''.

(b)(1) The Contractor shall be registered in the CCR database by ----- [Contracting Officer shall insert a date no later than December 31, 2003]. The Contractor shall maintain registration during performance and through final payment of this contract.

(2) The Contractor shall enter, in the block with its name and address on the cover page of the SF 30, Amendment of solicitation/Modification of Contract, the annotation ``DUNS'' or ``DUNS +4'' followed by the DUNS or DUNS +4 number that identifies the Contractor's name and address exactly as stated in this contract. The DUNS number will be used by the Contracting Officer to verify that the Contractor is registered in the CCR database.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number--

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com>; or
(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company Physical Street Address, City, State, and Zip Code.

(iv) Company Mailing Address, City, State and Zip Code (if separate from physical).

(v) Company Telephone Number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(d) If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(g)(1)(i) If a Contractor has legally changed its business name, ``doing business as'' name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of

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one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of Subpart 42.12 of the FAR; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the ``Suspension of Payment'' paragraph of the electronic funds transfer (EFT) clause of this contract.

(2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see FAR Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the ``Suspension of payment'' paragraph of the EFT clause of this contract.

(h) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423, or 269-961-5757.

I-66 52.209-3 FIRST ARTICLE APPROVAL--CONTRACTOR TESTING (SEP89) AND ALT I (JAN 97) SEP/1989
AND ALT II(SEP89)

(a) The Contractor shall test 5 units of each unit(s) of Lot/Item Lot No. 1 as specified in this contract. At least 30 calendar days before the beginning of first article tests, the Contractor shall notify the Contracting Officer, in writing, of the time and location of the testing so that the Government may witness the tests.

(b) The Contractor shall submit the first article test report within See DD Form 1423 for DI-NDTI-80809(FAT Report, Block 12) 30 calendar days from the date of this contract to see DD FORM 1423 FOR DI-NDTI-80809 (FAT Report, Block 14) marked 'FIRST ARTICLE TEST REPORT: Contract No._____, Lot No._____' Within 30 calendar days after the Government receives the test report, the Contracting Officer shall notify the Contractor, in writing, of the conditional approval, approval, or disapproval of the first article. The notice of conditional approval or approval shall not relieve the Contractor from complying with all requirements of the specifications and all other terms and conditions of this contract. A notice of conditional approval shall state any further action required of the Contractor. A notice of disapproval shall cite reasons for the disapproval.

(c) If the first article is disapproved, the Contractor, upon Government request, shall repeat any or all first article tests. After each request for additional tests, the Contractor shall make any necessary changes, modifications, or repairs to the first article or select another first article for testing. All costs related to these tests are to be borne by the Contractor, including any and all costs for additional tests following a disapproval. The Contractor shall then conduct the tests and deliver another report to the Government under the terms and conditions and within the time specified by the Government. The Government shall take action on this report within the time specified in paragraph (b) above. The Government reserves the right to require an equitable adjustment of the contract price for any extension of the delivery schedule, or for any additional costs to the Government related to these tests.

(d) If the Contractor fails to deliver any first article report on time, or the Contracting Officer disapproves any first article, the Contractor shall be deemed to have failed to make delivery within the meaning of the Default clause of this contract.

(e) Unless otherwise provided in the contract, and if the approved first article is not consumed or destroyed in testing, the Contractor may deliver the approved first article as part of the contract quantity if it meets all contract requirements for acceptance.

(f) If the Government does not act within the time specified in paragraph (b) or (c) above, the Contracting Officer shall, upon timely written request from the Contractor, equitably adjust under the Changes clause of this contract the delivery or performance dates and/or the contract price, and any other contractual term affected by the delay.

(g) Before first article approval, the Contracting Officer may, by written authorization, authorize the Contractor to acquire specific materials or components or to commence production to the extent essential to meet the delivery schedules. Until first article approval is granted, only costs for the first article and costs incurred under this authorization are allocable to this contract for

(1) progress payments, or

(2) termination settlements if the contract is terminated for the convenience of the Government. If first article tests reveal deviations from contract requirements, the Contractor shall, at the location designated by the Government, make the required changes or replace all items produced under this contract at no change in the contract price.

(h) The Government may waive the requirement for first article approval test where supplies identical or similar to those called for in the schedule have been previously furnished by the offeror/contractor and have been accepted by the Government. The offeror/contractor may request a waiver.

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(i) The Contractor shall produce both the first article and the production quantity at the same facility.

I-67 52.209-4 FIRST ARTICLE APPROVAL-GOVERNMENT TESTING SEP/1989

(a) The Contractor shall test five (5) units(s) (see paragraph 3.7.1 of the SOW, Attachment No. 1 in Section J) of Lot No. One (1) as specified in this contract. At least thirty (30) calendar days before the beginning of first article tests, the contractor shall notify the Contracting Officer, in writing, of the time and location of the testing so that the Government may witness the test.

(b) Within 45 calendar days after the Government receives the first article, the Contracting Officer shall notify the Contractor, in writing, of the conditional approval, approval, or disapproval of the first article. The notice of conditional approval or approval shall not relieve the Contractor from complying with all requirements of the specifications and all other terms and conditions of this contract. A notice of conditional approval shall state any further action required of the Contractor. A notice of disapproval shall cite reasons for the disapproval.

(c) If the first article is disapproved, the Contractor, upon Government request, shall submit an additional first article for testing. After each request, the Contractor shall make any necessary changes, modifications, or repairs to the first article or select another first article for testing. All costs related to these tests are to be borne by the Contractor, including any and all costs for additional tests following a disapproval. The Contractor shall furnish any additional first article to the Government under the terms and conditions and within the time specified by the Government. The Government shall act on this first article within the time limit specified in paragraph (b) above. The Government reserves the right to require an equitable adjustment of the contract price for any extension of the delivery schedule or for any additional costs to the Government related to these tests.

(d) If the Contractor fails to deliver any first article on time, or the Contracting Officer disapproves any first article, the Contractor shall be deemed to have failed to make delivery within the meaning of the Default clause of this contract.

(e) Unless otherwise provided in the contract, the Contractor--

(1) May deliver the approved first article as a part of the contract quantity, provided it meets all contract requirements for acceptance and was not consumed or destroyed in testing; and

(2) Shall remove and dispose of any first article from the Government test facility at the Contractor's expense.

(f) If the Government does not act within the time specified in paragraph (b) or (c) above, the Contracting Officer shall, upon timely written request from the Contractor, equitably adjust under the Changes clause of this contract the delivery or performance dates and/or the contract price, and any other contractual term affected by the delay.

(g) The Contractor is responsible for providing operating and maintenance instructions, spare parts support, and repair of the first article during any first article test.

(h) Before first article approval, the acquisition of materials or components for, or the commencement of production of, the balance of the contract quantity is at the sole risk of the Contractor. Before first article approval, the costs thereof shall not be allocable to this contract for (1) progress payments, or (2) termination settlements if the contract is terminated for the convenience of the Government.

(i) The Government may waive the requirement for first article approval test where supplies identical or similar to those called for in the schedule have been previously furnished by the Offeror/Contractor and have been accepted by the Government. The Offeror/Contractor may request a waiver.

I-68 52.216-18 ORDERING OCT/1995

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from date of award of the basic contract through 60 months after the date of award of the basic contract.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered 'issued' when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of clause)

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I-69 52.216-19 ORDER LIMITATIONS OCT/1995

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than:

SLIN 0001AA - 70 units;
SLIN 0003AA - 61 units;
SLIN 0005AA - 6 units;
SLIN 0006AA - 95 units;
SLIN 0008AA - 50 units.

the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor--

(1) Any order for a single item in excess of:

SLIN 0001AA - 500 units;
SLIN 0003AA - 400 units;
SLIN 0005AA - 100 units;
SLIN 0006AA - 500 units;
SLIN 0008AA -1000 units.

(2) Any order for a combination of items in excess of 2,500 units; or

(3) A series of orders from the same ordering office within the period of performance of basic contract that together call for quantities exceeding the limitation in subparagraph (1) or (2) of this section.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 24 hours after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

I-70 52.216-22 INDEFINITE QUANTITY OCT/1995

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the 'maximum.' The Government shall order at least the quantity of supplies or services designated in the Schedule as the 'minimum.'

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 80th month after date of award of the basic contract..

(End of clause)

I-71 52.222-35 AFFIRMATIVE ACTION FOR DISABLED VETERANS AND VIETNAM ERA VETERANS DEC/2001

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(DEC 01) AND ALTERNATE I (DEC 01)

Notice: The following term(s) of this clause are waived for this contract:

(a) Definitions. As used in this clause --

"All employment openings" means all positions except executive and top management, those positions that will be filled from within the Contractor's organization, and positions lasting 3 days or less. This term includes full-time employment, temporary employment of more than 3 days duration, and part-time employment.

"Executive and top Management" means any employee-

(1) Whose primary duty consists of the management of the enterprise in which the individual is employed or of a customarily recognized department or subdivision thereof;

(2) Who customarily and regularly directs the work of two or more other employees;

(3) Who has the authority to hire or fire other employees or whose suggestions and recommendations as to the hiring or firing and as to the advancement and promotion or any other change of status of other employees will be given particular weight;

(4) Who customarily and regularly exercises discretionary powers; and

(5) Who does not devote more than 20 percent or, in the case of an employee of a retail or service establishment, who does not devote more than 40 percent of total hours of work in the work week to activities that are not directly and closely related to the performance of the work described in paragraphs (1) through (4) of this definition. This paragraph (5) does not apply in the case of an employee who is in sole charge of an establishment or a physically separated branch establishment, or who owns at least a 20 percent interest in the enterprise in which the individual is employed.

"Other eligible veteran" means any other veteran who served on active duty during a war or in a campaign or expedition for which a campaign badge has been authorized.

"Positions that will be filled from within the Contractor's organization" means employment openings for which the Contractor will give no consideration to persons outside the Contractor's organization (including any affiliates, subsidiaries, and parent companies) and includes any openings the Contractor proposes to fill from regularly established "recall" lists. The exception does not apply to a particular opening once an employer decides to consider applicants outside of its organization.

"Qualified special disabled veteran" means a special disabled veteran who satisfies the requisite skill, experience, education, and other job-related requirements of the employment position such veteran holds or desires, and who, with or without reasonable accommodation, can perform the essential functions of such position.

"Special disabled veteran" means-

(1) A veteran who is entitled to compensation (or who but for the receipt of military retired pay would be entitled to compensation) under laws administered by the Department of Veterans Affairs for a disability--

(i) Rated at 30 percent or more; or

(ii) Rated at 10 or 20 percent in the case of a veteran who has been determined under 38 U.S.C. 3106 to have a serious employment handicap (i.e., a significant impairment of the veteran's ability to prepare for, obtain, or retain employment consistent with the veteran's abilities, aptitudes, and interests); or

(2) A person who was discharged or released from active duty because of a service-connected disability.

"Veteran of the Vietnam era" means a person who -

(1) Served on active duty for a period of more than 180 days and was discharged or released from active duty with other than a dishonorable discharge, if any part of such active duty occurred-

(i) In the Republic of Vietnam between February 28, 1961, and May 7, 1975; or

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(ii) Between August 5, 1964, and May 7, 1975, in all other cases; or

(2) Was discharged or released from active duty for a service-connected disability if any part of the active duty was performed---

(i) In the Republic of Vietnam between February 28, 1961, and May 7, 1975; or

(ii) Between August 5, 1964, and May 7, 1975, in all other cases.

(b) General.

(1) The Contractor shall not discriminate against the individual because the individual is a special disabled veteran, a veteran of the Vietnam era, or other eligible veteran, regarding any position for which the employee or applicant for employment is qualified. The Contractor shall take affirmative action to employ, advance in employment, and otherwise treat qualified special disabled veterans, veterans of the Vietnam era, and other eligible veterans without discrimination based upon their disability or veterans' status in all employment practices such as --

- (i) Recruitment, advertising, and job application procedures;
- (ii) Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring;
- (iii) Rate of pay or any other form of compensation and changes in compensation;
- (iv) Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;
- (v) Leaves of absence, sick leave, or any other leave;;
- (vi) Fringe benefits available by virtue of employment, whether or not administered by the Contractor;
- (vii) Selection and financial support for training, including apprenticeship, and on-the-job training under 38 U.S.C. 3687, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;
- (viii) Activities sponsored by the Contractor including social or recreational programs; and
- (ix) Any other term, condition, or privilege of employment.

(2) The Contractor shall comply with the rules, regulations, and relevant orders of the Secretary of Labor issued under the Vietnam Era Veterans' Readjustment Assistance Act of 1972 (the Act), as amended (38 U.S.C. 4211 and 4212).

(c) Listing openings.

(1) The Contractor shall immediately list all employment openings that exist at the time of the execution of this contract and those which occur during the performance of this contract, including those not generated by this contract, and including those occurring at an establishment of the Contractor other than the one where the contract is being performed, but excluding those of independently operated corporate affiliates, at an appropriate local public employment service office of the State wherein the opening occurs. Listing employment openings with the U.S. Department of Labor's America's Job Bank shall satisfy the requirement to list jobs with the local employment service office.

(2) The Contractor shall make the listing of employment openings with the local employment service office at least concurrently with using any other recruitment source or effort and shall involve the normal obligations of placing a bona fide job order, including accepting referrals of veterans and nonveterans. This listing of employment openings does not require hiring any particular job applicant or hiring from any particular group of job applicants and is not intended to relieve the Contractor from any requirements of Executive orders or regulations concerning nondiscrimination in employment.

(3) Whenever the Contractor becomes contractually bound to the listing terms of this clause, it shall advise the State public employment agency in each State where it has establishments of the name and location of each hiring location in the State. As long as the Contractor is contractually bound to these terms and has so advised the State agency, it need not advise the State agency of subsequent contracts. The Contractor may advise the State agency when it is no longer bound by this contract clause.

(d) Applicability. This clause does not apply to the listing of employment openings that occur and are filled outside the 50 States, the District of Columbia, the Commonwealth of Puerto Rico, the Commonwealth of

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the northern Mariana Islands, American Samoa, Guam, the Virgin Islands of the United States, and Wake Island.

(e) Postings.

(1) The Contractor shall post employment notices in conspicuous places that are available to employees and applicants for employment.

(2) The employment notices shall--

(i) State the rights of applicants and employees as well as the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants who are special disabled veterans, veterans of the Vietnam era, and other eligible veterans; and

(ii) Be in a form prescribed by the Deputy Assistant Secretary for Federal Contract Compliance Programs, Department of Labor (Deputy Assistant Secretary of Labor), and provided by or through the Contracting Officer.

(3) The Contractor shall ensure that applicants or employees who are special disabled veterans are informed of the contents of the notice (e.g., the Contractor may have the notice read to a visually disabled veteran, or may lower the posted notice so that it can be read by a person in a wheel chair).

(4) The Contractor shall notify each labor union or representative of workers with which it has a collective bargaining agreement, or other contract understanding, that the Contractor is bound by the terms of the Act and is committed to take affirmative action to employ, and advance in employment, qualified special disabled veterans, veterans of the Vietnam Era, and other eligible veterans.

(f) Noncompliance. If the Contractor does not comply with the requirements of this clause, the Government may take appropriate actions under the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

(g) Subcontracts. The Contractor shall insert the terms of this clause in all subcontracts or purchase orders of \$25,000 or more unless exempted by rules, regulations, or orders of the Secretary of Labor. The Contractor shall act as specified by the Deputy Assistant Secretary of Labor to enforce the terms, including action for noncompliance.

(End of Clause)

I-72 52.222-36 AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (JUN 1998) AND JUN/1998
ALTERNATE I (JUN 1998)

Notice: The following term(s) of this clause are waived for this contract:

I-73 52.223-11 OZONE-DEPLETING SUBSTANCES MAY/2001

(a) Definitions. 'Ozone-depleting substance,' as used in this clause, means any substance the Environmental Protection Agency designates in 40 CFR Part 82 as--

(1) Class I, including but not limited to chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or

(2) Class II, including but not limited to hydrochlorofluorocarbons.

(b) The Contractor shall label products which contain or are manufactured with ozone-depleting substances in the manner and to the extent required by 42 U.S.C. 7671j(b),(c), and (d) and 40 CFR Part 82, Subpart E, as follows:

'WARNING: Contains (or manufactured with, if applicable) N/A a substance(s)* which harm(s) public health and environment by destroying ozone in the upper atmosphere.'

*The Contractor shall insert the name of the substance(s).

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(End of clause)

I-74 52.227-03 PATENT INDEMNITY (ALTERNATE II) APR/1984

The following paragraph (c) is added to the clause at FAR 52.227-03 (APR 84), which is incorporated by reference:

(c) This patent indemnification shall cover the following items:

This patent indemnification shall be applicable to any patent claims or suits against the Government arising out of any activity occurring pursuant to this contract regarding the making, use, or sale of any items, or materials; or the practicing of any processes; which, in either case, have been sold or offered for sale by the contractor or its subcontractors hereunder to the public, in the commercial open market, and to such items, materials, or processes with relatively minor modifications thereto.

I-75 52.243-07 NOTIFICATION OF CHANGES APR/1984

(a) Definitions. 'Contracting Officer,' as used in this clause, does not include any representative of the Contracting Officer. 'Specifically authorized representative (SAR),' as used in this clause, means any person the Contracting Officer has so designated by written notice (a copy of which shall be provided to the Contractor) which shall refer to this subparagraph and shall be issued to the designated representative before the SAR exercises such authority.

(b) Notice. The primary purpose of this clause is to obtain prompt reporting of Government conduct that the Contractor considers to constitute a change to this contract. Except for changes identified as such in writing and signed by the Contracting Officer, the Contractor shall notify the Administrative Contracting Officer in writing promptly, within ____ calendar days (to be negotiated) from the date that the Contractor identifies any Government conduct (including actions, inactions, and written or oral communications) that the Contractor regards as a change to the contract terms and conditions. On the basis of the most accurate information available to the Contractor, the notice shall state-

- (1) The date, nature, and circumstances of the conduct regarded as a change;
- (2) The name, function, and activity of each Government individual and Contractor official or employee involved in or knowledgeable about such conduct;
- (3) The identification of any documents and the substance of any oral communication involved in such conduct;
- (4) In the instance of alleged acceleration of scheduled performance or delivery, the basis upon which it arose;
- (5) The particular elements of contract performance for which the Contractor may seek an equitable adjustment under this clause, including-

(i) What contract line items have been or may be affected by the alleged change;

(ii) What labor or materials or both have been or may be added, deleted, or wasted by the alleged change;

(iii) To the extent practicable, what delay and disruption in the manner and sequence of performance and effect on continued performance have been or may be caused by the alleged change;

(iv) What adjustments to contract price, delivery schedule, and other provisions affected by the alleged change are estimated; and
- (6) The Contractor's estimate of the time by which the Government must respond to the Contractor's notice to minimize cost, delay or disruption of performance.

(c) Continued performance. Following submission of the notice required by (b) above, the Contractor shall diligently continue performance of this contract to the maximum extent possible in accordance with its terms and conditions as construed by the Contractor, unless the notice reports a direction of the Contracting Officer or a communication from a SAR of the Contracting Officer, in either of which events the Contractor shall continue performance; provided, however, that if the Contractor regards the direction or communication as a change as described in (b) above, notice shall be given in the manner provided. All directions, communications, interpretations, orders and similar actions of the SAR shall be reduced to writing promptly and copies furnished to the Contractor and to the Contracting Officer. The Contracting Officer shall promptly countermand any action which exceeds the authority of the SAR.

(d) Government response. The Contracting Officer shall promptly, within ____ calendar days (to be negotiated) of receipt of notice, respond to the notice in writing. In responding, The Contracting Officer shall either-

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(1) Confirm that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance;

(2) Countermand any communication regarded as a change;

(3) Deny that the conduct of which the Contractor gave notice constitutes a change and when necessary, direct the mode of further performance; or

(4) In the event the Contractor's notice information is inadequate to make a decision under (1), (2), or (3) above, advise the Contractor what additional information is required, and establish the date by which it should be furnished and the date thereafter by which the Government will respond.

(e) Equitable adjustment. (1) If the Contracting Officer confirms that Government conduct affected a change as alleged by the Contractor, and the conduct causes an increase or decrease in the Contractor's cost of, or the time required for, performance of any part of the work under this contract, whether changed or not changed by such conduct, an equitable adjustment shall be made-

(i) In the contract price or delivery schedule or both; and

(ii) In such other provisions of the contract as may be affected.

(2) The contract shall be modified in writing accordingly. In the case of drawings, designs or specifications which are defective and for which the Government is responsible, the equitable adjustment shall include the cost and time extension for delay reasonably incurred by the Contractor in attempting to comply with defective drawings, designs or specifications before the Contractor identified, or reasonably should have identified, such a defect. When the cost of property made obsolete or excess as a result of a change confirmed by the Contracting Officer under this clause is included in the equitable adjustment, the Contracting Officer shall have the right to prescribe the manner of disposition of the property. The equitable adjustment shall not include increased costs or time extensions for delay resulting from the Contractor's failure to provide notice or to continue performance as provided, respectively, in (b) and (c) above.

NOTE: The phrases 'contract price' and 'cost' wherever they appear in the clause, may be appropriately modified to apply to cost-reimbursement or incentive contracts, or to combinations thereof.

I-76 52.252-02 CLAUSES INCORPORATED BY REFERENCE FEB/1998

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

http://www.arnet.gov/far

http://farsite.hill.af.mil

(End of Clause)

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SECTION J - LIST OF ATTACHMENTS

<u>List of Addenda</u>	<u>Title</u>	<u>Date</u>	<u>Number of Pages</u>	<u>Transmitted By</u>
Exhibit A	CDRL A001, DI-MISC-80711A (EMBEDDED IN SOW)	01-MAR-2004	001	
Exhibit B	CDRL B001, DI-NDTI-81307 (EMBEDDED IN SOW)	01-MAR-2004	001	
Exhibit C	CDRL C001, DI-NDTI-80809B (EMBEDDED IN SOW)	01-MAR-2004	001	
Exhibit D	CDRL D001, DI-NDTI-80809B, (EMBEDDED IN SOW)	01-MAR-2004	001	
Exhibit E	CDRL, E001, DI-RELI-81315 (EMBEDDED IN SOW)	01-MAR-2004	001	
Attachment 001	STATEMENT OF WORK	01-MAR-2004	020	
Attachment 002	EXCEPTIONS TO CITED TECHNICAL DATA TO CORRECT REFERENCES TO OZONE DEPLETING CHEMICALS	01-MAR-2004	003	
Attachment 003	PERFORMANCE SPECIFICATIONS "LENS ASSEMBLY, EYEPiece"	04-MAR-1999	006	
Attachment 004	PERFORMANCE SPECIFICATIONS "LENS ASSEMBLY, OBJECTIVE"	04-MAR-1999	008	
Attachment 005	ECP E5GJ255-007 FOR DRAWING SM-C-657405	18-NOV-1997	002	
Attachment 006	ECP E5GJ255-010 FOR DRAWING SM-D-771349	15-DEC-1997	002	
Attachment 007	ECP E5GJ255-011 FOR DRAWING SM-D-771379	09-FEB-1998	003	
Attachment 008	EXCEPTIONS TO DRAWINGS	01-MAR-2004	001	
Attachment 009	VISITOR ACCESS REQUEST AND DIRECTIONS	13-APR-2004	003	

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SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
K-1	52.203-11	CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	APR/1991
K-2	252.209-7001	DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY	MAR/1998
K-3	252.227-7017	IDENTIFICATION AND ASSERTION OF USE, RELEASE, OR DISCLOSURE RESTRICTIONS	JUN/1995
K-4	252.227-7028	TECHNICAL DATA OR COMPUTER SOFTWARE PREVIOUSLY DELIVERED TO THE GOVERNMENT	JUN/1995
K-5	52.214-16	MINIMUM BID ACCEPTANCE PERIOD	APR/1984

(a) 'Acceptance period,' as used in this provision, means the number of calendar days available to the Government for awarding a contract from the date specified in this solicitation for receipt of bids.

(b) This provision supersedes any language pertaining to the acceptance period that may appear elsewhere in this solicitation.

(c) The Government requires a minimum acceptance period of 60 calendar days.

(d) In the space provided immediately below, bidders may specify a longer acceptance period than the Government's minimum requirement.

The bidder allows the following acceptance period:

_____ calendar days.

(e) A bid allowing less than the Government's minimum acceptance period will be rejected.

(f) The bidder agrees to execute all that it has undertaken to do, in compliance with its bid, if that bid is accepted in writing within (1) the acceptance period stated in paragraph (c) above or (2) any longer acceptance period stated in paragraph (d) above.

K-6	52.219-1	SMALL BUSINESS PROGRAM REPRESENTATIONS (APR 2002) & ALT I (APR 2002)	APR/2002
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(a)

(1) The North American Industry Classification System (NAICS) code for this acquisition is: 334511
_____ [insert NAICS code].

(2) The small business size standard is 750 [insert size standard].

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations.

(1) The offeror represents as part of its offer that it * is, * is not a small business concern.

(2) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, for general statistical purposes, that it * is, * is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it * is, * is not a women-owned small business concern.

(4) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it * is, * is not a veteran-owned small business concern.

(5) (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.) The offeror represents as part of its offer that is * is, * is not a service-disabled veteran-owned small business concern.

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(6) [Complete only if offeror represented itself as small business concern in paragraph (b)(1) of this provision]. The offeror represents, as part of its offer, that--

(i) It ___is, ___is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR Part 126; and

(ii) It ___is, ___is not a joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(7) [Complete if offeror represented itself as disadvantaged in paragraph (b)(2) of this provision.] The offeror shall check the category in which its ownership falls:

___ Black American.

___ Hispanic American.

___ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

___ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

___ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

___ Individual/concern, other than one of the preceding.

(c) Definitions. As used in this provision--

"Service-disabled veteran-owned small business concern"--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern," means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

"Veteran-owned small business concern" means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

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(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern," means a small business concern --

(1) Which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall --

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of Provision)

K-7 52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION

APR/1985

(a) The offeror certifies that--

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered;

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory--

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above _____ (insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization);

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.

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(c) If the offeror deletes or modifies subparagraph (a)(2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

K-8 52.204-3 TAXPAYER IDENTIFICATION OCT/1998
(a) Definitions.

"Common parent," as used in this solicitation provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirement of 26 U.S.C. 6041, 6041A, and 6050M and implementing regulations issued by the IRS. If the resulting contract is subject to the reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN).

- () TIN:_____.
- () TIN has been applied for.
- () TIN is not required because:
- () Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;
- () Offeror is an agency or instrumentality of a foreign government;
- () Offeror is an agency or instrumentality of a Federal Government;
- () Other. State basis._____

(e) Type of organization.

- () Sole proprietorship;
- () Partnership;
- () Corporate entity (not tax-exempt):
- () Corporate entity (tax-exempt):
- () Government entity (Federal, State, or local);
- () Foreign government;

Name of Offeror or Contractor:

- () International organization per 26 CFR 1.6049-4;
- () Other _____.

(f) Common Parent.

- () Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.
- () Name and TIN of common parent:

Name_____

TIN_____

(End of Provision)

PROCEDURAL NOTE: The Contractor's Tax Identification Number (TIN) should also be included on the respective invoices, receiving report or any other Government documentation authorizing payment for Payment Office tracking purposes.

K-9 52.207-4 ECONOMIC PURCHASE QUANTITY--SUPPLIES AUG/1987

(a) Offerors are invited to state an opinion on whether the quantity(ies) of supplies on which bids, proposals or quotes are requested in this solicitation is (are) economically advantageous to the Government.

(b) Each offeror who believes that acquisitions in different quantities would be more advantageous is invited to recommend an economic purchase quantity. If different quantities are recommended, a total and a unit price must be quoted for applicable items. An economic purchase quantity is that quantity at which a significant price break occurs. If there are significant price breaks at different quantity points, this information is desired as well.

OFFEROR RECOMMENDATIONS

ITEM	QUANTITY	PRICE QUOTATION	TOTAL

(c) The information requested in this provision is being solicited to avoid acquisitions in disadvantageous quantities and to assist the Government in developing a data base for future acquisitions of these items. However, the Government reserves the right to amend or cancel the solicitation and resolicit with respect to any individual item in the event quotations received and the Government's requirements indicate that different quantities should be acquired.

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K-10 52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, DEC/2001
AND OTHER RESPONSIBILITY MATTERS

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that-
(i) The Offeror and/or any of its Principals-

(A) Are * are not * presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have * have not *, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are * are not * presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.

(ii) The Offeror has * has not *, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

K-11 52.214-14 PLACE OF PERFORMANCE-SEALED BIDDING APR/1985

(a) The bidder, in the performance of any contract resulting from this solicitation, () intends, () does not intend (check applicable box) to use one or more plants or facilities located at a different address from the address of the bidder as indicated in this bid.

(b) If the bidder checks 'intends' in paragraph (a) above, it shall insert in the spaces provided below the required information:

Place of Performance (Street Address, City, County, State, Zip Code)	Name and Address of Owner and Operator of the Plant or Facility if Other than Bidder
<hr/>	<hr/>
<hr/>	<hr/>
<hr/>	<hr/>

(End of provision)

K-12 52.219-2 EQUAL LOW BIDS OCT/1995

(a) This provision applies to small business concerns only.

(b) The bidder's status as a labor surplus area (LSA) concern may affect entitlement to award in case of tie bids. If the bidder wishes to be considered for this priority, the bidder must identify, in the following space, the LSA in which the costs to be incurred on account of manufacturing or production (by the bidder or the first-tier subcontractors) amount to more than 50 percent of the contract price.

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(c) Failure to identify the labor surplus areas as specified in paragraph (b) of this provision will preclude the bidder from receiving priority consideration. If the bidder is awarded a contract as a result of receiving priority consideration under this provision and would not have otherwise received award, the bidder shall perform the contract or cause the contract to be performed in accordance with the obligations of an LSA concern.

(End of provision)

K-1352.222-22PREVIOUS CONTRACTS AND COMPLIANCE REPORTSFEB/1999

The offeror represents that-

- (a) it () has, () has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;
- (b) It () has, () has not, -filed all required compliance reports; and
- (c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

K-1452.222-25AFFIRMATIVE ACTION COMPLIANCEAPR/1984

(a) It () has developed and has on file, () has not developed and does not have on file, at each establishment, affirmative actions programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2); or

(b) It () has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(End of Provision)

K-1552.223-13CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTINGAUG/2003

(a) Executive Order 13148, of April 21, 2000, Greening the Government through Leadership in Environmental Management, requires submission of this certification as a prerequisite for contract award.

(b) By signing this offer, the offeror certifies that--

- (1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or
- (2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: (Check each block that is applicable.)
- (i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed in 40 CFR 372.65;
- (ii) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);
- (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);
- (iv) The facility does not fall within Standard Industrial Classification (SIC) Codes or their corresponding North American Industry Classification System sectors:

Name of Offeror or Contractor:

- (A) Major group code 10 (except 1011, 1081, and 1094).
- (B) Major group code 12 (except 1241).
- (C) Major group codes 20 through 39.
- (D) Industry code 4911, 4931, or 4939 (limited to facilities that combust coal and/or oil for the purpose of generating power for distribution in commerce).
- (E) Industry code 4953 (limited to facilities regulated under the Resource Conservation and Recovery Act, Subtitle C (42 U.S.C. 6921, et seq.), 5169, 5171, or 7389 (limited to facilities primarily engaged in solvent recovery services on a contract or fee basis); or
- (v) The facility is not located in the United States or its outlying areas.
- (End of provision)

K-16 252.225-7000 BUY AMERICAN ACT - BALANCE OF PAYMENTS PROGRAM CERTIFICATE APR/2003

(a) Definitions.

'Domestic end product', 'foreign end product', 'qualifying country', and 'qualifying country end product' have the meanings given in the Buy American Act and Balance of Payments Program clause of this solicitation.

(b) Evaluation.

- The Government-
- (1) Will evaluate offers in accordance with the policies and procedures of Part 225 of the Defense Federal Acquisition Regulation Supplement; and
- (2) Will evaluate offers of qualifying country end products without regard to the restrictions of the Buy American Act or the Balance of Payments Program.

- (c) Certifications and identification of country of origin.
- (1) For all line items subject to the Buy american Act and Balance of Payments Program clause of this solicitation, the offeror certifies that--
- (i) Each end product, except those listed in paragraphs (c)(2) or (3) of this clause, is a domestic end product; and
- (ii) Components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.
- (2) The offeror certifies that the following end products are qualifying country end products:

Line Item Number	Country of Origin
_____	_____

- (3) The following end products are other foreign end products:

Line Item Number	Country of Origin (If known)
_____	_____.

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W15P7T-04-B-L210 MOD/AMD	Page 61 of 65
Name of Offeror or Contractor:		

(End of provision)

K-17 252.247-7022 REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA AUG/1992

(a) The offeror shall indicate by checking the appropriate blank in paragraph (b) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term 'supplies' is defined in the Transportation of Supplies by Sea clause of this solicitation.

(b) Representation.
The offeror represents that it--

_____ Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

_____ Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(c) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense FAR Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

(End of provision)

K-18 52.7169 WAIVER OF FIRST ARTICLE APR/1991

a. The Government reserves the right, with respect to offerors who offer products previously accepted or tested by the Government, to waive the requirements for First Article tests. Offerors who offer such products and wish to rely on such previous acceptance or test must furnish, with their offers, evidence that prior Government acceptance or approval is applicable to the product(s) proposed to be furnished hereunder, as follows:

Item_____ Contract No._____

b. If First Article approval testing is waived, the First Article requirement, together with all clauses relating to First Article, will be deleted from the resulting contract.

c. Offerors' attention is directed to the delivery schedule(s) for the production quantity SLIN(s). In the event that two schedules are set forth (a delivery schedule with First Article and an earlier delivery schedule without First Article), the contractor will be required to conform to the earlier schedule if the Government elects to exercise its right to waive First Article testing.

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Name of Offeror or Contractor:

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

	Regulatory Cite	Title	Date
L-1	52.204-6	DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER	OCT/2003
L-2	52.214-01	SOLICITATION DEFINITIONS - SEALED BIDDING	APR/2002
L-3	52.214-03	AMENDMENTS TO INVITATIONS FOR BIDS	APR/2002
L-4	52.214-04	FALSE STATEMENTS IN BIDS	APR/2002
L-5	52.214-5	SUBMISSION OF BIDS	MAR/1997
L-6	52.214-06	EXPLANATION TO PROSPECTIVE BIDDERS	APR/1984
L-7	52.214-7	LATE SUBMISSIONS, MODIFICATIONS, AND WITHDRAWALS OF BIDS	NOV/1999
L-8	52.214-9	RESERVED per FAC 2001-15	AUG/2003
L-9	52.214-10	CONTRACT AWARD - SEALED BIDDING	JUL/1990
L-10	52.214-12	PREPARATION OF BIDS	APR/1984
L-11	52.222-24	PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE REVIEW	FEB/1999
L-12	252.204-7001	COMMERCIAL AND GOVERNMENT ENTITY (CAGE) CODE REPORTING	AUG/1999
L-13	52.216-01	TYPE OF CONTRACT	APR/1984

The Government contemplates award of a Firm Fixed Price contract resulting from this solicitation.
(End of Provision)

L-14 52.233-2 SERVICE OF PROTEST AUG/1996
(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from Jo-Ann Lee, Commander, US Army CECOM, Acquisition Center, Attn: AMSEL-ACCC-RT-L, Bldg. 1208 West, 2nd Floor, Fort Monmouth, NJ 07703-5008

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.
(End of provision)

L-15 52.252-01 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE FEB/1998
This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):
<http://www.arnet.gov/far>
<http://farsite.hill.af.mil>

(End of Provision)

L-16 52.XXXX AMC-LEVEL PROTEST PROGRAM FEB/2004
LM7251 AMC-LEVEL PROTEST PROGRAM FEB 2004
52.7251

If you have complaints about this procurement, it is preferable that you first attempt to resolve those concerns with the responsible contracting officer. However, you can also protest to Headquarters, AMC. The HQ, AMC Level Protest Program is intended to encourage interested parties to seek resolution of their concerns within AMC as an Alternative Dispute Resolution forum, rather than filing a protest with the General Accounting Office or other external forum. Contract award or performance is suspended during the protest to the same extent, and within the same time periods, as if filed at the GAO. The AMC protest decision goal is to resolve protests within 20 working days from filing. To be timely, protests must be filed within the periods specified in FAR 33.103. Send protests (other than protests to the contracting officer) to:

HQ, Army Materiel Command
Office of Command Counsel

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Name of Offeror or Contractor:		

ATTN: AMCCC-PL
9301 Chapek Road
Fort Belvoir VA 22060-5527

Facsimile Number: (703) 806-8775
Voice Number: (703) 806-8700

The AMC-level protest procedures are accessible via the Internet; see the HQ, AMC home page under 'Office of Command Counsel (CC).

The CC website address is:

http://www.amc.army.mil/amc/command_counsel/protest/protest.html

If Internet access is not available, contact the contracting officer or HQ, AMC, to obtain the AMC-Level Protest Procedures.

(End of Clause)

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Name of Offeror or Contractor:

SECTION M - EVALUATION FACTORS FOR AWARD

Regulatory Cite	Title	Date
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M-1 52.6110 FAILURE TO COMPLY WITH F. O. B. TERMS APR/1991

F.O.B. terms and shipping instructions are set forth in Section B under each item, and/or in Section F. For purposes of evaluation, bidders/offerors are cautioned that any bid/offer submitted on a basis other than F.O.B. Destination for Items(s) 0001 through 0005 will be rejected as nonresponsive or may be considered unacceptable.

M-2 52.7100 ALL OR NONE BASIS FOR AWARD SEP/1997

A bidder/offeror must quote on all items in Section B of this solicitation to be eligible for award. The government reserves the right to award the items in Section B on an 'all-or-none' basis; therefore, evaluation of bids/offers will be based, among other factors, upon the total price quoted for all items.

M-3 52.7150 EVALUATION--FIRST ARTICLE (CONTRACTOR TESTING) SEP/1997

(a) Any offer submitted under this solicitation will be evaluated on the basis of including the First Article requirement CLIN/SLIN(s) set forth under Section B, except for those eligible offerors for whom the government elects to waive the First Article requirements.

(b) If the government waives the requirement for First Article Unit(s), test plan(s), testing and test report(s) for eligible offerors, the prices set forth in the SLIN(s) under the First Article CLIN will not be included in the evaluation of their offer, and will not be included in the total contract price of any resultant contract. In addition, all provisions relating to First Article will be deleted from the resulting contract.

(c) Earlier delivery, if required in case of waiver of First Article requirements, shall not be a factor in evaluation for award.

M-4 52.7300 TREATMENT OF DUTIES IN THE EVALUATION OF BIDS/OFFERS APR/1992

a. Duty will be excluded from the evaluation of a foreign source bid/offer if the foreign source is an FMS/Offset Arrangement country, DFARS 225.7307 or a NATO cooperative project participant, DFARS 225.871.

1. An 'FMS/Offset country' is a foreign country which has an offset arrangement negotiated in conjunction with a Foreign Military Sale and which arrangement provides for obtaining a waiver of the Buy American Act restrictions on a case-by-case basis.

2. Cooperative project authority allows departments or agencies, that have authority to do so, to enter into a cooperative project agreement with NATO or with one or more member countries of that organization under DoDD 5530.3, International Agreements.

b. However, in the case of designated country end products under DFARS 225.4 (unless the designated country is also a NATO cooperative project participant or an FMS/Offset Arrangement country), it can be concluded the duty is to be included in the price for evaluation, since there is no specific coverage of duty. Designated countries are the countries designated in the Trade Agreement Act of 1979. The list of designated countries appears at FAR 25.003.

Price Evaluation Approach:

a. The Government will evaluate Bids for award purposes by adding the total of all CLIN/SLIN line items as set forth below. The Government may elect not to award to a bidder whose prices are materially unbalanced. A bid is materially unbalanced when it is based on prices significantly overstated for some work and significantly understated for other work.

b. For line items which require range quantity pricing, the total evaluated price will be calculated by computing a weighted average price and multiplying the weighted average by the maximum quantity that can be ordered under each applicable CLIN/SLIN (as specified in the solicitation). A weighted average price will be calculated as follows:

- (1) Each range price will be multiplied by the maximum quantity in each range for all years.
- (2) The extended amounts will be summed and divided by the sum of the maximum quantity in each range for all years. The result will be the weighted average unit price.
- (3) The weighted average unit price will be multiplied by the maximum CLIN/SLIN quantity of 2,500 - each for evaluation purposes only. This price added to the price of SLINs 0002AA, 0004AA, 0007AA, 0009AA, 0011AA, and 0012AA (0010AA, 0012AA and 0013AA is not separately

priced) will be the total evaluated price.

EXAMPLE:

RANGE PRICE

1-300	\$200
301-600	\$150
601-800	\$100

CALCULATIONS

1. Multiply range price by the maximum range quantity.

PRICE	MAX QTY	AMOUNT
\$200	300	\$ 60,000
\$150	600	\$ 90,000
\$100	<u>800</u>	<u>\$ 80,000</u>
1700		\$230,000

2. Divide the extended amounts (\$230,000) by the sum of total maximum quantity in each range (1700).

\$230,000/1700 = \$135.29 = weighted average unit price.

3. Multiply the weighted average unit price by the maximum contract quantity.
\$135.29 X 4,000 = \$541,176.47 = total evaluated range quantity price.

c. The total evaluated price is the sum of the total evaluated range quantity price (Paragraph b. above) and the sum of all priced SLINs.

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SECTION A - SUPPLEMENTAL INFORMATION

AUTO/CHANGE AS6106 52.6106 01-JAN-2004 NOTICE: SOLICITATION OMBUDSMAN

(a) The US Army Communications-Electronics Command (CECOM) has established the Office of Solicitation Ombudsman to assist industry in removing unnecessary and burdensome requirements from CECOM solicitations. The Ombudsman is authorized to suspend, cancel or revise solicitations that do not represent proper procurement practices or sound business judgement.

(b) If you feel that a CECOM solicitation contains improper elements or can be further streamlined to promote more efficient use of taxpayer dollars, you should first identify these issues to the Procuring Contracting Officer (PCO), Jo-Ann Lee. If the PCO is unable to resolve your concerns satisfactorily, or cannot do so in a timely manner, you are encouraged to call the CECOM Ombudsman at (732) 532-5550. The PCO/Ombudsman should be advised at least 5 days prior to the date established in the solicitation for the receipt of offers of any deficiency. You may also write to:

Commander, US Army CECOM
CECOM Acquisition Center
Solicitation Ombudsman
Attn: Ms. Diane L. Meickle
AMSEL-ACCS-B
Fort Monmouth, NJ 07703-5008

CHANGED AS6307 52.6307 01-AUG-1996 EXECUTIVE SUMMARY

1. Description of the Item(s)/Service(s) being Procured. AN/VVS-2(V)
2. Program Objectives/Needs. Spare Parts
3. Delivery Schedule. See the Schedule in Section B and Section F for delivery with and without First Article Requirements.
4. Government Testing Requirements. First Article Testing and other testing as described in the solicitation and Statement of Work, Attachment No. 1 in Section J- Any request for Waiver of First Article shall be in accordance with Section K 52.7169. Note: Line Items 0002AA, 0004AA, 0007AA, and 0009AA must be priced.
5. Type of Contract. Firm Fixed Price
6. Format of the Contract. Indefinite Delivery/Indefinite Quantity (IDIQ)
7. Nature of the Work. Production
8. Unusual/Specific Aspects of the Acquisition. 100% Small Business Set-Aside
9. Source Selection Methodology. Lowest price, responsive and responsible bidder
10. Negotiated Procurements. Not Applicable

11. Disclaimer. This Executive Summary has been prepared as an aid to the potential offeror. We have made every attempt to accurately reflect the requirements/information contained in the solicitation. However, if you find any discrepancies between the Executive Summary and the clauses/provisions contained in the solicitation, the clauses/provisions contained in the solicitation shall prevail. Please contact the contract specialist identified in Block 10 of the SF33 if any discrepancies are found.

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

AUTO/CHANGE CS6900 52.6900 01-SEP-2003 ORDER OF PRECEDENCE, ISSUE OF SPECIFICATIONS (STATEMENT OF WORK)
CS6900 ORDER OF PRECEDENCE-ISSUE OF SPECIFICATIONS
(STATEMENT OF WORK)
(52.6900) (Sep 2003)

1. The documents listed at Attachment 0001 through 0007 are directly cited within this solicitation/contract and are furnished at Section J. The equipment on contract will be produced in accordance with these documents.

2. The issue(s) (i.e., number, revision, title and issuance date) of the documents cited at Attachment 0001 through 0007 govern over any other issue of the same document(s) cited elsewhere within this solicitation/contract. However, when applicable, modifications/exceptions to these documents apply as specified in the provision entitled 'Modifications/Exceptions to Listed

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Specifications and Drawings' in Section C. When necessary, copies of cancelled or superseded specifications and/or standards applicable to this solicitation/contract are furnished at Section J (also see provision entitled 'Cancelled Specification Reinstated' in Section C).

3. When applicable, a list of the Contract Data Requirements Lists (CDRLs - DD Form 1423s) that apply to this contract is furnished at Attachment 0001 through 0007. The contractor will prepare and deliver the data and information in accordance with the requirements, quantities and schedules set forth by these CDRLs unless stated explicitly elsewhere in this solicitation/contract. The issue of the Data Item Description (DID) listed in the Acquisition Management Systems and Data Requirements Control List (AMSDL) (DOD 5010.12-L) is no longer being published. The DID is available on line at <http://assist.daps.dla.mil/>

When necessary, copies of canceled or superseded Data Item Descriptions applicable to this solicitation/contract are furnished at Section J.

4. The offeror/contractor is responsible for reviewing the entire solicitation/contract to identify all directly cited and subsequent referenced documents. Unless stated explicitly elsewhere in this solicitation/contract, the issue of these documents is that which appears in the hard copy edition of the Department of Defense Index of Specification and Standards (DoDISS), dated 1 July 2003, and Supplement 1 Mar 2004. Immediately upon completion of this review, the offeror/contractor will notify the Procuring Contracting Officer (PCO) of any conflicts or misunderstandings between this provision and other contractual requirements.

5. All directly cited or referenced documents not furnished with this solicitation may be obtained as follows:

a. Specifications, Standards and Data Item Descriptions listed in the DoDISS. Obtain these documents from:

DODSSP
Building 4/Section D
700 Robbins Avenue
Philadelphia, PA 19111-5094

FAX: (215) 697-1462

Note that requests for specification MIL-E-1 must include reference to the tube type.

b. Commercial Specifications, Standards, and Standards and Descriptions. When applicable, obtain these documents directly from the publisher.

c. Standard Practice for Commercial Packaging (ASTM D 3951-98). When applicable, obtain this document from:

American Society for Testing and Materials
100 Barr Harbor Drive
West Conshohocken, PA 19248-2959

NOTE: You may also obtain Specification and Standard Information via the Defense Standardization Program Office Webpage, <http://www.dodssp.daps.mil>. Free registration for a UserID and password are required prior to using ASSIST-Online. In most cases, you will be able to download cases from your standard browser. The ASSIST-Online Website is located at: <http://assist.daps.mil>

6. Notes for Solicitations Involving Government-Furnished Drawings. The drawings specified in this solicitation depict the physical and functional requirements for the complete item and parts thereof. They do not contain complete details of all intervening processes, from raw material to finished products, which are necessary to fabricate, control, test, adjust, assemble and inspect the equipment on order.

a. Drawing Review and Certification.

(1) The government has examined the Technical Data Package and believes that all drawings and related drawing lists needed to prepare a realistic bid/offer and construct the equipment are included therein.

(2) The bidder/offeror/contractor shall utilize the documents (35mm aperture card or digital computerized files) copies of the drawings supplied with this solicitation as a basis for preparing the bid/offer and constructing the equipment on order in the event of contract award. The bidder/offeror is responsible for assuring that these documents contain all drawings cited in Attachment 0001 through 0007, excluding drawings for those items which will be government-furnished for incorporation into the equipment on order. Missing or illegible drawings must be reported to the PCO within 15 days after issuance of this solicitation.

(3) Concurrent with the submission of the bid/offer, the bidder/offeror will certify that the document set of drawings in the bidder's/offeror's possession is complete and legible. If not submitted, the successful bidder/offeror will be required to furnish such certification prior to award.

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(4) Failure by the bidder/offeror to advise the government of any missing or illegible drawings, or to provide the certification described in paragraph 6.a.(3) above will not be considered an excusable cause for late deliveries or the submission of nonconforming supplies nor constitute grounds for a claim against the government subsequent to contract award.

b. Disposition of Drawings and Specifications.

(1) Nonclassified drawings and specifications furnished with this solicitation/contract are not to be returned to the government. They may be retained by the offeror for future reference or disposed of in any manner at the discretion of the offeror.

(2) Disposition of classified documents furnished with this solicitation/contract shall be in accordance with Chapter 5, Section 7, of the National Industrial Security Program Operating Manual (NISPOM), January 1995, DoD 5220.22-M.

7. Discrepancies in Section B Item Descriptions. The bidder/offeror is responsible for notifying the PCO immediately in the event that:

a. A line item in this solicitation does not identify the correct part number, drawing number, or specification, or

b. The identification of such parts is inconsistent, or

c. The line item refers to an obsolete part/model or a part/model which is no longer the latest baseline configuration for that time.

In such situations, the bidder/offeror will submit correcting information to the PCO for evaluation and action.

DEFINITION OF DAC/DAYS AFTER CONTRACT

The abbreviation 'DAC' for days after contract as used on the Contract Data Requirements List, DD Form 1423, attached to this solicitation or contract, means days after (checked date applies):

(N/A) effective date of contract.

(X) date of contract award.

(End of clause)

CHANGED	CS6910	52.6910	01-SEP-1992	MODIFICATIONS/EXCEPTIONS TO LISTED SPECIFICATIONS/DRAWINGS (STATEMENT OF WORK)
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1. The equipment on contract will be produced in accordance with the data cited at Attachments 0005 through 0008, as modified by the documents listed at Attachment 0008. The cited Exception/Modification references are attached at Section J.

2. When the contractor is required to revise the existing technical data or generate new technical data to incorporate these modifications/exceptions indicated by inclusion of appropriate Statement of Work in Section C or J), all costs for such generation/revisions will be included in the contractor's bid/offer.

SECTION D - PACKAGING AND MARKING

ADDED	DS7043	52.7043	01-APR-1999	STANDARD PRACTICE FOR COMMERCIAL PACKAGING
ADDED	DS7044	52.7044	01-APR-1999	STANDARD PRACTICE FOR COMMERCIAL PACKAGING (FOR DRAWINGS, SOFTWARE, AND OTHER DATA)
ADDED	DS7047	52.7047	01-OCT-2001	BAR CODE MARKING
ADDED	DS7048	52.7048	01-SEP-2002	INSECT INFESTION PREVENTION

SECTION E - INSPECTION AND ACCEPTANCE

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AUTO	EF0005	52.246-01	01-APR-1984	CONTRACTOR INSPECTION REQUIREMENTS
AUTO	EF0010	52.246-02	01-AUG-1996	INSPECTION OF SUPPLIES - FIXED-PRICE
AUTO	EF0090	52.246-16	01-APR-1984	RESPONSIBILITY FOR SUPPLIES

SECTION F - DELIVERIES OR PERFORMANCE

ADDED	FF0020	52.242-17	01-APR-1984	GOVERNMENT DELAY OF WORK
ADDED	FF0045	52.247-34	01-NOV-1991	F.O.B. DESTINATION

AUTO/CHANGE	FF6035	52.211-16	01-APR-1984	VARIATION IN QUANTITY
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(a) A variation in the quantity of any item called for by this contract will not be accepted unless the variation has been caused by conditions of loading, shipping, or packing, or allowances in manufacturing processes, and then only to the extent, if any, specified in paragraph (b) below.

(b) The permissible variation shall be limited to:

N/A Percent increase

N/A Percent decrease

This increase or decrease shall apply to entire amount placed on each delivery order.

ADDED	FF7005	52.247-48	01-FEB-1999	F.O.B. DESTINATION--EVIDENCE OF SHIPMENT
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SECTION G - CONTRACT ADMINISTRATION DATA

ADDED	GS7070	252.204-7004	01-OCT-2003	REQUIRED CENTRAL CONTRACTOR REGISTRATION (CCR) Reserved per FAC 2001-16 Use IF0851 or Alternate
AUTO	GS7025	52.7025	01-DEC-1987	PLACE OF PERFORMANCE AND SHIPPING POINT
AUTO	GS7050	52.7050	01-MAR-1999	ADMINISTRATIVE DATA/INSTRUCTIONS TO PAYING OFFICE
AUTO	GS7055	52.7055	01-JUN-1999	MANDATORY USE OF GOVERNMENT TO GOVERNMENT ELECTRONIC MAIL
ADDED	GS7080	52.7080	01-NOV-1999	DFAS COLUMBUS WEB INVOICING SYSTEM (WINS)

SECTION H - SPECIAL CONTRACT REQUIREMENTS

ADDED	HF0100	52.212-4	01-OCT-2003	CONTRACT TERMS AND CONDITIONS-COMMERCIAL ITEMS
AUTO	HA0120	252.204-7003	01-APR-1992	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT

AUTO/CHANGE	HS6110	52.6110	01-JUN-1999	MANDATORY USE OF CONTRACTOR TO GOVERNMENT ELECTRONIC MAIL
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(a) Unless exempted by the Contracting Officer in writing, communications after contract award shall be transmitted via electronic mail (e-mail). This shall include all communication between the Government and the contractor except Contract Awards, Contract Modifications, Proposals, Procurement Sensitive Information, Classified Information and Proprietary Information. Return receipt will be used if a commercial application is available. CECOM will announce commercial applications for these items when they are available. At that time the above items will also be sent via e-mail.

(b) The format for all communication shall be compatible with the following: Microsoft Word 6.0 or higher.

(c) Files larger than 1/2 megabytes must use alternate means of transmission such as Zip Compression/Inflation (WinZip), File Transfer Protocol, WinFax or any Fax Modem. (Note: This includes both the text message and the attachment.) If an attachment is in binary format, the number of bytes for the attachment increases by 33%. Large items can be put on disk and mailed with the Contracting Officer's approval.

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- (d) A copy of all communications, with the exception of technical reports, shall be provided to the contract specialist.
- (e) The following examples include, but are not limited to, the types of communication that shall be transmitted via e-mail:

Routine Letters
 Requests for Proposals under the contract
 Price Issues (except contractor pricing data)
 Contract Data Requirements List Submittals
 Contract Data Requirements List Comments
 Approvals/Disapprovals by the Government
 Technical Evaluations of Contract Items
 Clarifications
 Configuration Control
 Drawings (not to exceed 1/2 megabyte)
 Revised Shipping Instructions
 Change Order Directions

(f) In order to be contractually binding, all Government communications must be sent from the Contracting Officer's e-mail address and contain the /s/ symbol above the Contracting Officer's signature block. The contractor shall designate the personnel with signature authority who can contractually bind the contractor. All binding contractor communication shall be sent from this contractor e-mail address.

(g) The Government reserves the right to upgrade to more advanced commercial applications at any time during the life of the contract.

(h) Upon award, the Contractor shall provide the Contracting Officer with a list of e-mail addresses for all administrative and technical personnel assigned to this contract. If known, the contractor shall also furnish the e-mail addresses of the Administrative Contracting Officer, DFAS and DCAA cognizant personnel. Upon receipt of the contract, all recipients are required to forward their e-mail address, name, title, office symbol, contract number, telephone number and fax number to the Contracting Officer's e-mail address listed below:

- (i) The Contracting Officer's e-mail address is: Jo-Ann.Lee@mail1.monmouth.army.mil
 The Contract Specialist's e-mail address is ligia.burgos@mail1.monmouth.army.mil
 The Technical Point of Contact's e-mail address is: Susan.Weir@mail1.monmouth.army.mil

(End of clause)

CHANGED HS6115 52.6115 01-APR-1999 MATERIAL INSPECTION AND RECEIVING REPORTS (DD FORM 250) DFARS
 APPENDIX F

(a) Addresses required for special distribution in accordance with Table 2 and additional distribution requirements not covered by DOD FARS Appendix F, Tables 1 and 2 are as follows:

<u>ADDRESS</u>	<u>NO. OF COPIES</u>
Commander, US Army CECOM, ATTN:AMSEL-ACCC-RT-L(BUR) Fort Monmouth, NJ 07703-5000	1
Commander, US Army CECOM, ATTN:AMSEL-LC-IEW-N-II(Weir) Fort Monmouth, NJ 07703-5000	1
Commander, US Army CECOM, ATTN: AMSEL- AC-CS-E(ALE) Fort Monmouth, NJ 07703-5000	1

(b) These special distribution instructions shall be included in any subcontract hereunder where the items produced by the subcontractor are to be shipped directly to the Government.

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PROCEDURAL NOTE: In accordance with FAR 32.905(f), all invoice payments shall be supported by a receiving report or any other Government documentation authorizing payment to include, but not limited to the following:

- (1) Contract number or other authorization for supplies delivered or services performed.
- (2) Description of supplies delivered or services performed.
- (3) Quantities of supplies received and accepted or services performed, if applicable.
- (4) Date supplies delivered or services performed.
- (5) Date supplies or services were accepted by the designated Government official.
- (6) Signature, or when permitted by agency regulations, electronic equivalent, printed name, title, mailing address, and telephone number of the designated Government official responsible for acceptance or approval functions.

The Department of Defense Activity Address Code (DODAAC) may be used in lieu of the mailing address. E-mail addresses, if possible, shall be added to facilitate communication and the Contractor's Tax Identification Number (TIN) should also be included on the respective invoices for tracking purposes.

DFAS (Payment Office) WILL RETURN TO SENDER ANY RECEIVING REPORTS (INCLUDING DD FORM 250) WHICH DO NOT CONTAIN THE REQUIRED INFORMATION.

AUTO/DEL	HS7500	225.802-70- LOCAL	01-DEC-2003	CONTRACTOR DEPLOYMENT TO SOUTH WEST ASIA
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ADDED	HS7301	52.7301	01-APR-2000	ORDERING AUTHORITY
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CHANGED	HS7302	52.7302	01-SEP-2003	ORDERING OFFICER AUTHORITY
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The authority of the Ordering Officers shall be to place Delivery Orders within the quantity and at the prices established for that quantity set forth at each Sub Line Item Number 0001AA, 0003AA, 0005AA, 0006AA, AND 0008AA in the contract. Ordering Officers are not authorized to negotiate or change any terms or conditions of the contract. As such, Ordering Officers cannot make any changes to the specifications, statements of work, unit price(s), quality, quantity, delivery schedules or, alter the terms and conditions of any contract against which they place Delivery Orders. Ordering Officers may not perform any post award functions beyond Delivery Order obligation and distribution. Reference Army Federal Acquisition Regulation Supplement (AFARS) 5101.602-2-90.

SECTION I - CONTRACT CLAUSES

AUTO	IF0007	52.202-1	01-DEC-2001	DEFINITIONS
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AUTO/DEL	IF0008	52.202-1	01-DEC-2001	DEFINITIONS (DEC 2001) AND ALTERNATE I (MAY 2001)
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AUTO	IF0012	52.203-3	01-APR-1984	GRATUITIES
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AUTO	IF0015	52.203-5	01-APR-1984	CONVENANT AGAINST CONTINGENT FEES
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AUTO	IF0013	52.203-6	01-JUL-1995	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT
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AUTO/DEL	IF0014	52.203-6	01-JUL-1995	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (JUL 1995) AND ALTERNATE I (OCT 1995)
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AUTO	IF0010	52.203-7	01-JUL-1995	ANTI-KICKBACK PROCEDURES
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AUTO	IF0016	52.203-8	01-JAN-1997	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY
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AUTO	IF0017	52.203-10	01-JAN-1997	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY
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AUTO	IF0018	52.203-12	01-JUN-2003 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS
AUTO	IF0025	52.204-4	01-AUG-2000 PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER
AUTO	IF0851	52.204-7	01-OCT-2003 CENTRAL CONTRACTOR REGISTRATION
AUTO	IF0030	52.209-6	01-JUL-1995 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT
AUTO	IF0038	52.211-15	01-SEP-1990 DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS
AUTO	IF0042	52.214-26	01-OCT-1997 AUDIT AND RECORDS--SEALED BIDDING
AUTO	IF0045	52.214-27	01-OCT-1995 PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA--MODIFICATION--SEALED BIDDING
AUTO	IF0046	52.214-28	01-OCT-1997 SUBCONTRACTOR COST OR PRICING DATA--MODIFICATIONS--SEALED BIDDING
AUTO	IF0048	52.214-29	01-JAN-1986 ORDER OF PRECEDENCE - SEALED BIDDING
ADDED	IF0130	52.219-06	01-JUN-2003 NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE
AUTO	IF0138	52.219-8	01-OCT-2000 UTILIZATION OF SMALL BUSINESS CONCERNS
AUTO/DEL	IF0146	52.219-9	01-JAN-2002 SMALL BUSINESS SUBCONTRACTING PLAN ALT I (OCT 01)
ADDED	IF0153	52.222-03	01-JUN-2003 CONVICT LABOR
AUTO	IF0159	52.222-20	01-DEC-1996 WALSH-HEALEY PUBLIC CONTRACTS ACT
ADDED	IF0163	52.222-26	01-APR-2002 EQUAL OPPORTUNITY
AUTO	IF0171	52.222-35	01-DEC-2001 EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA & OTHER ELIGIBLE VETERANS
AUTO	IF0174	52.222-36	01-JUN-1998 AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES
AUTO	IF0175	52.222-37	01-DEC-2001 EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA AND OTHER ELIGIBLE VETERANS
AUTO	IF0193	52.223-6	01-MAY-2001 DRUG-FREE WORKPLACE
AUTO/DEL	IF0201	52.225-10	01-MAY-2002 NOTICE OF BUY AMERICAN ACT REQUIREMENT--CONSTRUCTION MATERIALS
AUTO	IF0204	52.225-13	01-DEC-2003 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (DEVIATION)
ADDED	IF0253	52.227-1	01-JUL-1995 AUTHORIZATION AND CONSENT
ADDED	IF0255	52.227-2	01-AUG-1996 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT
AUTO	IF0329	52.229-3	01-APR-2003 FEDERAL, STATE, AND LOCAL TAXES
AUTO	IF0335	52.229-05	01-APR-1984 "DO NOT USE REMOVED PER FAC 2001-13" TAXES -
AUTO	IF0353	52.232-01	01-APR-1984 PAYMENTS
AUTO	IF0372	52.232-08	01-FEB-2002 DISCOUNTS FOR PROMPT PAYMENT
AUTO	IF0381	52.232-11	01-APR-1984 EXTRAS
AUTO	IF0387	52.232-17	01-JUN-1996 INTEREST
AUTO	IF0400	52.232-23 ALT I	01-JAN-1986 ASSIGNMENT OF CLAIMS (JAN 1986) AND ALTERNATE I (APR 1984)

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AUTO	IF0404	52.232-25	01-OCT-2003	PROMPT PAYMENT
AUTO	IF0414	52.232-33	01-OCT-2003	PAYMENT BY ELECTRONIC FUNDS TRANSFER - CENTRAL CONTRACTOR REGISTRATION
AUTO	IF0700	52.233-1	01-JUL-2002	DISPUTES
ADDED	IF0430	52.233-3	01-AUG-1996	PROTEST AFTER AWARD
ADDED	IF0585	52.242-13	01-JUL-1995	BANKRUPTCY
AUTO	IF0586	52.243-01	01-AUG-1987	CHANGES - FIXED PRICE
AUTO	IF0679	52.246-23	01-FEB-1997	LIMITATION OF LIABILITY
AUTO	IF0760	52.248-1	01-FEB-2000	VALUE ENGINEERING
AUTO	IF0762	52.248-1	01-FEB-2000	VALUE ENGINEERING (FEB 2000) AND ALTERNATE II (FEB 2000)
AUTO	IF0763	52.248-1	01-FEB-2000	VALUE ENGINEERING (FEB 2000) AND ALTERNATE III (APR 1984)
AUTO	IF0761	52.248-1	01-FEB-2000	VALUE ENGINEERING (FEB 2000) AND ALTERNATE I (APR 1984)
AUTO	IF0783	52.249-02	01-MAY-2004	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)
AUTO	IF0810	52.249-08	01-APR-1984	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)
ADDED	IF0837	52.251-01	01-APR-1984	GOVERNMENT SUPPLY SOURCES
AUTO	IA0020	252.203-7001	01-MAR-1999	PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT- RELATED FELONIES
AUTO	IA0040	252.205-7000	01-DEC-1991	PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS
AUTO	IA0045	252.209-7000	01-NOV-1995	ACQUISITION FROM SUBCONTRACTORS SUBJECT TO ON-SITE INSPECTION UNDER THE INTERMEDIATE-RANGE NUCLEAR FORCES (INF) TREATY
AUTO/DEL	IA0150	252.219-7003	01-APR-1996	SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS SUBCONTRACTING PLAN (DoD CONTRACTS)
AUTO	IA0165	252.225-7001	01-APR-2003	BUY AMERICAN ACT--BALANCE OF PAYMENTS PROGRAM
AUTO	IA0170	252.225-7002	01-APR-2003	QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS
AUTO	IA0210	252.225-7004	01-APR-2003	REPORTING OF CONTRACT PERFORMANCE OUTSIDE THE UNITED STATES
AUTO	IA0180	252.225-7007	01-OCT-2002	BUY AMERICAN ACT--TRADE AGREEMENTS--BALANCE OF PAYMENTS PROGRAM
AUTO	IA0185	252.225-7009	01-AUG-2000	***REMOVED per DCN 20030331***USE IA0197** DUTY-FREE ENTRY-- QUALIFYING COUNTRY SUPPLIES (END PRODUCTS AND COMPONENTS)
AUTO/DEL	IA0190	252.225-7010	01-AUG-2000	***RESERVED per DCN 20030331***USE IA0197*** DUTY-FREE ENTRY-- ADDITIONAL PROVISIONS
AUTO	IA0191	252.225-7012	01-FEB-2003	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES
AUTO	IA0205	252.225-7025	01-APR-2003	RESTRICTION ON ACQUISITION OF FORGINGS
AUTO	IA0100	252.225-7031	01-APR-2003	SECONDARY ARAB BOYCOTT OF ISRAEL
AUTO	IA0575	252.231-7000	01-DEC-1991	SUPPLEMENTAL COST PRINCIPLES
AUTO	IA0735	252.243-7001	01-DEC-1991	PRICING OF CONTRACT MODIFICATIONS
AUTO	IA0740	252.246-7000	01-MAR-2003	MATERIAL INSPECTION AND RECEIVING REPORT

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AUTO IA0752 252.247-7023 01-MAY-2002 TRANSPORTATION OF SUPPLIES BY SEA

AUTO/CHANGE IF6852 52.204-7 01-NOV-2003 CENTRAL CONTRACTOR REGISTRATION ALTERNATE 1
IF6852 52.204-7 Central Contractor Registration Alternate 1.

As prescribed in 4.1104, use the following clause:

Central Contractor Registration (Oct 2003)

(a) Definitions. As used in this clause--

Central Contractor Registration (CCR) database means the primary Government repository for Contractor information required for the conduct of business with the Government.

Data Universal Numbering System (DUNS) number means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

Data Universal Numbering System +4 (DUNS+4) number means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see the FAR at Subpart 32.11) for the same parent concern.

Registered in the CCR database means that--

(1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database; and
(2) The Government has validated all mandatory data fields and has marked the record ``Active''.

(b)(1) The Contractor shall be registered in the CCR database by ----- [Contracting Officer shall insert a date no later than December 31, 2003]. The Contractor shall maintain registration during performance and through final payment of this contract.

(2) The Contractor shall enter, in the block with its name and address on the cover page of the SF 30, Amendment of solicitation/Modification of Contract, the annotation ``DUNS'' or ``DUNS +4'' followed by the DUNS or DUNS +4 number that identifies the Contractor's name and address exactly as stated in this contract. The DUNS number will be used by the Contracting Officer to verify that the Contractor is registered in the CCR database.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number--

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com>; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company Physical Street Address, City, State, and Zip Code.

(iv) Company Mailing Address, City, State and Zip Code (if separate from physical).

(v) Company Telephone Number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(d) If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(g)(1)(i) If a Contractor has legally changed its business name, ``doing business as'' name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of Subpart 42.12 of the FAR; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the ``Suspension of Payment'' paragraph of the electronic funds transfer (EFT) clause of this contract.

(2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see FAR Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the

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``Suspension of payment'' paragraph of the EFT clause of this contract.

(h) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423, or 269-961-5757.

CHANGED IF6010 52.209-3 01-SEP-1989 FIRST ARTICLE APPROVAL--CONTRACTOR TESTING (SEP89) AND ALT I (JAN 97)
AND ALT II(SEP89)

(a) The Contractor shall test 5 units of each unit(s) of Lot/Item Lot No. 1 as specified in this contract. At least 30 calendar days before the beginning of first article tests, the Contractor shall notify the Contracting Officer, in writing, of the time and location of the testing so that the Government may witness the tests.

(b) The Contractor shall submit the first article test report within See DD Form 1423 for DI-NDTI-80809(FAT Report, Block 12) 30 calendar days from the date of this contract to see DD FORM 1423 FOR DI-NDTI-80809 (FAT Report, Block 14) marked 'FIRST ARTICLE TEST REPORT: Contract No._____, Lot No._____' Within 30 calendar days after the Government receives the test report, the Contracting Officer shall notify the Contractor, in writing, of the conditional approval, approval, or disapproval of the first article. The notice of conditional approval or approval shall not relieve the Contractor from complying with all requirements of the specifications and all other terms and conditions of this contract. A notice of conditional approval shall state any further action required of the Contractor. A notice of disapproval shall cite reasons for the disapproval.

(c) If the first article is disapproved, the Contractor, upon Government request, shall repeat any or all first article tests. After each request for additional tests, the Contractor shall make any necessary changes, modifications, or repairs to the first article or select another first article for testing. All costs related to these tests are to be borne by the Contractor, including any and all costs for additional tests following a disapproval. The Contractor shall then conduct the tests and deliver another report to the Government under the terms and conditions and within the time specified by the Government. The Government shall take action on this report within the time specified in paragraph (b) above. The Government reserves the right to require an equitable adjustment of the contract price for any extension of the delivery schedule, or for any additional costs to the Government related to these tests.

(d) If the Contractor fails to deliver any first article report on time, or the Contracting Officer disapproves any first article, the Contractor shall be deemed to have failed to make delivery within the meaning of the Default clause of this contract.

(e) Unless otherwise provided in the contract, and if the approved first article is not consumed or destroyed in testing, the Contractor may deliver the approved first article as part of the contract quantity if it meets all contract requirements for acceptance.

(f) If the Government does not act within the time specified in paragraph (b) or (c) above, the Contracting Officer shall, upon timely written request from the Contractor, equitably adjust under the Changes clause of this contract the delivery or performance dates and/or the contract price, and any other contractual term affected by the delay.

(g) Before first article approval, the Contracting Officer may, by written authorization, authorize the Contractor to acquire specific materials or components or to commence production to the extent essential to meet the delivery schedules. Until first article approval is granted, only costs for the first article and costs incurred under this authorization are allocable to this contract for

(1) progress payments, or

(2) termination settlements if the contract is terminated for the convenience of the Government. If first article tests reveal deviations from contract requirements, the Contractor shall, at the location designated by the Government, make the required changes or replace all items produced under this contract at no change in the contract price.

(h) The Government may waive the requirement for first article approval test where supplies identical or similar to those called for in the schedule have been previously furnished by the offeror/contractor and have been accepted by the Government. The offeror/contractor may request a waiver.

(i) The Contractor shall produce both the first article and the production quantity at the same facility.

CHANGED IF6015 52.209-4 01-SEP-1989 FIRST ARTICLE APPROVAL-GOVERNMENT TESTING

(a) The Contractor shall test five (5) units(s) (see paragraph 3.7.1 of the SOW, Attachment No. 1 in Section J) of Lot No. One (1) as specified in this contract. At least thirty (30) calendar days before the beginning of first article tests, the contractor shall notify the Contracting Officer, in writing, of the time and location of the testing so that the Government may witness the test.

(b) Within 45 calendar days after the Government receives the first article, the Contracting Officer shall notify the Contractor, in writing, of the conditional approval, approval, or disapproval of the first article. The notice of conditional approval or approval shall not relieve the Contractor from complying with all requirements of the specifications and all other terms and conditions of this

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contract. A notice of conditional approval shall state any further action required of the Contractor. A notice of disapproval shall cite reasons for the disapproval.

(c) If the first article is disapproved, the Contractor, upon Government request, shall submit an additional first article for testing. After each request, the Contractor shall make any necessary changes, modifications, or repairs to the first article or select another first article for testing. All costs related to these tests are to be borne by the Contractor, including any and all costs for additional tests following a disapproval. The Contractor shall furnish any additional first article to the Government under the terms and conditions and within the time specified by the Government. The Government shall act on this first article within the time limit specified in paragraph (b) above. The Government reserves the right to require an equitable adjustment of the contract price for any extension of the delivery schedule or for any additional costs to the Government related to these tests.

(d) If the Contractor fails to deliver any first article on time, or the Contracting Officer disapproves any first article, the Contractor shall be deemed to have failed to make delivery within the meaning of the Default clause of this contract.

(e) Unless otherwise provided in the contract, the Contractor--

(1) May deliver the approved first article as a part of the contract quantity, provided it meets all contract requirements for acceptance and was not consumed or destroyed in testing; and

(2) Shall remove and dispose of any first article from the Government test facility at the Contractor's expense.

(f) If the Government does not act within the time specified in paragraph (b) or (c) above, the Contracting Officer shall, upon timely written request from the Contractor, equitably adjust under the Changes clause of this contract the delivery or performance dates and/or the contract price, and any other contractual term affected by the delay.

(g) The Contractor is responsible for providing operating and maintenance instructions, spare parts support, and repair of the first article during any first article test.

(h) Before first article approval, the acquisition of materials or components for, or the commencement of production of, the balance of the contract quantity is at the sole risk of the Contractor. Before first article approval, the costs thereof shall not be allocable to this contract for (1) progress payments, or (2) termination settlements if the contract is terminated for the convenience of the Government.

(i) The Government may waive the requirement for first article approval test where supplies identical or similar to those called for in the schedule have been previously furnished by the Offeror/Contractor and have been accepted by the Government. The Offeror/Contractor may request a waiver.

CHANGED IF6301 52.216-18 01-OCT-1995 ORDERING

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from date of award of the basic contract through 60 months after the date of award of the basic contract.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered 'issued' when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of clause)

CHANGED IF6302 52.216-19 01-OCT-1995 ORDER LIMITATIONS

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than:

SLIN 0001AA - 70 units;
SLIN 0003AA - 61 units;
SLIN 0005AA - 6 units;
SLIN 0006AA - 95 units;
SLIN 0008AA - 50 units.

the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

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(b) Maximum order. The Contractor is not obligated to honor--

(1) Any order for a single item in excess of:

SLIN 0001AA - 500 units;
SLIN 0003AA - 400 units;
SLIN 0005AA - 100 units;
SLIN 0006AA - 500 units;
SLIN 0008AA -1000 units.

(2) Any order for a combination of items in excess of 2,500 units; or

(3) A series of orders from the same ordering office within the period of performance of basic contract that together call for quantities exceeding the limitation in subparagraph (1) or (2) of this section.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 24 hours after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

CHANGED IF6304 52.216-22 01-OCT-1995 INDEFINITE QUANTITY

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the 'maximum.' The Government shall order at least the quantity of supplies or services designated in the Schedule as the 'minimum.'

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 80th month after date of award of the basic contract..

(End of clause)

CHANGED IF6104 52.222-35 01-DEC-2001 AFFIRMATIVE ACTION FOR DISABLED VETERANS AND VIETNAM ERA VETERANS
(DEC 01) AND ALTERNATE I (DEC 01)

Notice: The following term(s) of this clause are waived for this contract:

(a) Definitions. As used in this clause --

"All employment openings" means all positions except executive and top management, those positions that will be filled from within the Contractor's organization, and positions lasting 3 days or less. This term includes full-time employment, temporary employment of more than 3 days duration, and part-time employment.

"Executive and top Management" means any employee--

(1) Whose primary duty consists of the management of the enterprise in which the individual is

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employed or of a customarily recognized department or subdivision thereof;

(2) Who customarily and regularly directs the work of two or more other employees;

(3) Who has the authority to hire or fire other employees or whose suggestions and recommendations as to the hiring or firing and as to the advancement and promotion or any other change of status of other employees will be given particular weight;

(4) Who customarily and regularly exercises discretionary powers; and

(5) Who does not devote more than 20 percent or, in the case of an employee of a retail or service establishment, who does not devote more than 40 percent of total hours of work in the work week to activities that are not directly and closely related to the performance of the work described in paragraphs (1) through (4) of this definition. This paragraph (5) does not apply in the case of an employee who is in sole charge of an establishment or a physically separated branch establishment, or who owns at least a 20 percent interest in the enterprise in which the individual is employed.

"Other eligible veteran" means any other veteran who served on active duty during a war or in a campaign or expedition for which a campaign badge has been authorized.

"Positions that will be filled from within the Contractor's organization" means employment openings for which the Contractor will give no consideration to persons outside the Contractor's organization (including any affiliates, subsidiaries, and parent companies) and includes any openings the Contractor proposes to fill from regularly established "recall" lists. The exception does not apply to a particular opening once an employer decides to consider applicants outside of its organization.

"Qualified special disabled veteran" means a special disabled veteran who satisfies the requisite skill, experience, education, and other job-related requirements of the employment position such veteran holds or desires, and who, with or without reasonable accommodation, can perform the essential functions of such position.

"Special disabled veteran" means-

(1) A veteran who is entitled to compensation (or who but for the receipt of military retired pay would be entitled to compensation) under laws administered by the Department of Veterans Affairs for a disability--

(i) Rated at 30 percent or more; or

(ii) Rated at 10 or 20 percent in the case of a veteran who has been determined under 38 U.S.C. 3106 to have a serious employment handicap (i.e., a significant impairment of the veteran's ability to prepare for, obtain, or retain employment consistent with the veteran's abilities, aptitudes, and interests); or

(2) A person who was discharged or released from active duty because of a service-connected disability.

"Veteran of the Vietnam era" means a person who -

(1) Served on active duty for a period of more than 180 days and was discharged or released from active duty with other than a dishonorable discharge, if any part of such active duty occurred-

(i) In the Republic of Vietnam between February 28, 1961, and May 7, 1975; or

(ii) Between August 5, 1964, and May 7, 1975, in all other cases; or

(2) Was discharged or released from active duty for a service-connected disability if any part of the active duty was performed---

(i) In the Republic of Vietnam between February 28, 1961, and May 7, 1975; or

(ii) Between August 5, 1964, and May 7, 1975, in all other cases.

(b) General.

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(1) The Contractor shall not discriminate against the individual because the individual is a special disabled veteran, a veteran of the Vietnam era, or other eligible veteran, regarding any position for which the employee or applicant for employment is qualified. The Contractor shall take affirmative action to employ, advance in employment, and otherwise treat qualified special disabled veterans, veterans of the Vietnam era, and other eligible veterans without discrimination based upon their disability or veterans' status in all employment practices such as --

- (i) Recruitment, advertising, and job application procedures;
- (ii) Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring;
- (iii) Rate of pay or any other form of compensation and changes in compensation;
- (iv) Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;
- (v) Leaves of absence, sick leave, or any other leave;;
- (vi) Fringe benefits available by virtue of employment, whether or not administered by the Contractor;
- (vii) Selection and financial support for training, including apprenticeship, and on-the-job training under 38 U.S.C. 3687, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;
- (viii) Activities sponsored by the Contractor including social or recreational programs; and
- (ix) Any other term, condition, or privilege of employment.

(2) The Contractor shall comply with the rules, regulations, and relevant orders of the Secretary of Labor issued under the Vietnam Era Veterans' Readjustment Assistance Act of 1972 (the Act), as amended (38 U.S.C. 4211 and 4212).

(c) Listing openings.

(1) The Contractor shall immediately list all employment openings that exist at the time of the execution of this contract and those which occur during the performance of this contract, including those not generated by this contract, and including those occurring at an establishment of the Contractor other than the one where the contract is being performed, but excluding those of independently operated corporate affiliates, at an appropriate local public employment service office of the State wherein the opening occurs. Listing employment openings with the U.S. Department of Labor's America's Job Bank shall satisfy the requirement to list jobs with the local employment service office.

(2) The Contractor shall make the listing of employment openings with the local employment service office at least concurrently with using any other recruitment source or effort and shall involve the normal obligations of placing a bona fide job order, including accepting referrals of veterans and nonveterans. This listing of employment openings does not require hiring any particular job applicant or hiring from any particular group of job applicants and is not intended to relieve the Contractor from any requirements of Executive orders or regulations concerning nondiscrimination in employment.

(3) Whenever the Contractor becomes contractually bound to the listing terms of this clause, it shall advise the State public employment agency in each State where it has establishments of the name and location of each hiring location in the State. As long as the Contractor is contractually bound to these terms and has so advised the State agency, it need not advise the State agency of subsequent contracts. The Contractor may advise the State agency when it is no longer bound by this contract clause.

(d) Applicability. This clause does not apply to the listing of employment openings that occur and are filled outside the 50 States, the District of Columbia, the Commonwealth of Puerto Rico, the Commonwealth of the northern Mariana Islands, American Samoa, Guam, the Virgin Islands of the United States, and Wake Island.

(e) Postings.

(1) The Contractor shall post employment notices in conspicuous places that are available to employees and applicants for employment.

(2) The employment notices shall--

- (i) State the rights of applicants and employees as well as the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified

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employees and applicants who are special disabled veterans, veterans of the Vietnam era, and other eligible veterans; and

(ii) Be in a form prescribed by the Deputy Assistant Secretary for Federal Contract Compliance Programs, Department of Labor (Deputy Assistant Secretary of Labor), and provided by or through the Contracting Officer.

(3) The Contractor shall ensure that applicants or employees who are special disabled veterans are informed of the contents of the notice (e.g., the Contractor may have the notice read to a visually disabled veteran, or may lower the posted notice so that it can be read by a person in a wheel chair).

(4) The Contractor shall notify each labor union or representative of workers with which it has a collective bargaining agreement, or other contract understanding, that the Contractor is bound by the terms of the Act and is committed to take affirmative action to employ, and advance in employment, qualified special disabled veterans, veterans of the Vietnam Era, and other eligible veterans.

(f) Noncompliance. If the Contractor does not comply with the requirements of this clause, the Government may take appropriate actions under the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

(g) Subcontracts. The Contractor shall insert the terms of this clause in all subcontracts or purchase orders of \$25,000 or more unless exempted by rules, regulations, or orders of the Secretary of Labor. The Contractor shall act as specified by the Deputy Assistant Secretary of Labor to enforce the terms, including action for noncompliance.

(End of Clause)

CHANGED IF6107 52.222-36 01-JUN-1998 AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (JUN 1998) AND
ALTERNATE I (JUN 1998)

Notice: The following term(s) of this clause are waived for this contract:

CHANGED IF7121 52.223-11 01-MAY-2001 OZONE-DEPLETING SUBSTANCES

(a) Definitions. 'Ozone-depleting substance,' as used in this clause, means any substance the Environmental Protection Agency designates in 40 CFR Part 82 as--

(1) Class I, including but not limited to chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or

(2) Class II, including but not limited to hydrochlorofluorocarbons.

(b) The Contractor shall label products which contain or are manufactured with ozone-depleting substances in the manner and to the extent required by 42 U.S.C. 7671j(b),(c), and (d) and 40 CFR Part 82, Subpart E, as follows:

'WARNING: Contains (or manufactured with, if applicable) N/A a substance(s)* which harm(s) public health and environment by destroying ozone in the upper atmosphere.'

*The Contractor shall insert the name of the substance(s).

(End of clause)

ADDED IF7075 52.227-03 01-APR-1984 PATENT INDEMNITY (ALTERNATE II)

AUTO IF7200 52.243-07 01-APR-1984 NOTIFICATION OF CHANGES

AUTO IF7240 52.252-02 01-FEB-1998 CLAUSES INCORPORATED BY REFERENCE

SECTION J - LIST OF ATTACHMENTS

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AUTO/DEL JS6010 52.6010 01-APR-1984 CONVENIENCE ENCLOSURES

SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

AUTO KF0050 52.203-11 01-APR-1991 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS

ADDED KA0015 252.209-7001 01-MAR-1998 DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY

AUTO/DEL KA0050 252.225-7017 01-FEB-2000 ***RESERVED per DCN 20030331***PROHIBITION ON AWARD TO COMPANIES OWNED BY THE PEOPLE'S REPUBLIC OF CHINA

ADDED KA0070 252.227-7017 01-JUN-1995 IDENTIFICATION AND ASSERTION OF USE, RELEASE, OR DISCLOSURE RESTRICTIONS

ADDED KA0076 252.227-7028 01-JUN-1995 TECHNICAL DATA OR COMPUTER SOFTWARE PREVIOUSLY DELIVERED TO THE GOVERNMENT

CHANGED KF6010 52.214-16 01-APR-1984 MINIMUM BID ACCEPTANCE PERIOD

(a) 'Acceptance period,' as used in this provision, means the number of calendar days available to the Government for awarding a contract from the date specified in this solicitation for receipt of bids.

(b) This provision supersedes any language pertaining to the acceptance period that may appear elsewhere in this solicitation.

(c) The Government requires a minimum acceptance period of 60 calendar days.

(d) In the space provided immediately below, bidders may specify a longer acceptance period than the Government's minimum requirement.

The bidder allows the following acceptance period:

_____ calendar days.

(e) A bid allowing less than the Government's minimum acceptance period will be rejected.

(f) The bidder agrees to execute all that it has undertaken to do, in compliance with its bid, if that bid is accepted in writing within (1) the acceptance period stated in paragraph (c) above or (2) any longer acceptance period stated in paragraph (d) above.

AUTO/CHANGE KF6067 52.219-1 01-APR-2002 SMALL BUSINESS PROGRAM REPRESENTATIONS (APR 2002) & ALT I (APR 2002)
(a)

(1) The North American Industry Classification System (NAICS) code for this acquisition is: 334511
_____ [insert NAICS code].

(2) The small business size standard is 750 [insert size standard].

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations.

(1) The offeror represents as part of its offer that it * is, * is not a small business concern.

(2) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, for general statistical purposes, that it * is, * is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it * is, * is not a women-owned small business concern.

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(4) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it * is, * is not a veteran-owned small business concern.

(5) (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.) The offeror represents as part of its offer that it * is, * is not a service-disabled veteran-owned small business concern.

(6) [Complete only if offeror represented itself as small business concern in paragraph (b)(1) of this provision]. The offeror represents, as part of its offer, that--

(i) It ___is, ___is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR Part 126; and

(ii) It ___is, ___is not a joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(7) [Complete if offeror represented itself as disadvantaged in paragraph (b)(2) of this provision.] The offeror shall check the category in which its ownership falls:

___ Black American.

___ Hispanic American.

___ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

___ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

___ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

___ Individual/concern, other than one of the preceding.

(c) Definitions. As used in this provision--

"Service-disabled veteran-owned small business concern"--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern," means a concern, including its affiliates, that is independently owned

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and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

"Veteran-owned small business concern" means a small business concern-

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern," means a small business concern --

(1) Which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall --

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of Provision)

AUTO	KF7010	52.203-2	01-APR-1985	CERTIFICATE OF INDEPENDENT PRICE DETERMINATION
AUTO	KF7016	52.204-3	01-OCT-1998	TAXPAYER IDENTIFICATION
AUTO	KF7017	52.207-4	01-AUG-1987	ECONOMIC PURCHASE QUANTITY--SUPPLIES
AUTO	KF7022	52.209-5	01-DEC-2001	CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS
AUTO/DEL	KF7025	52.214-02	01-JUL-1987	Deleted--DO NOT USE ---TYPE OF BUSINESS ORGANIZATION--SEALED BIDDING
AUTO	KF7035	52.214-14	01-APR-1985	PLACE OF PERFORMANCE-SEALED BIDDING
ADDED	KF7066	52.219-2	01-OCT-1995	EQUAL LOW BIDS
AUTO	KF7085	52.222-22	01-FEB-1999	PREVIOUS CONTRACTS AND COMPLIANCE REPORTS
ADDED	KF7091	52.222-25	01-APR-1984	AFFIRMATIVE ACTION COMPLIANCE
AUTO	KF7099	52.223-13	01-AUG-2003	CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING
AUTO	KA7040	252.225-7000	01-APR-2003	BUY AMERICAN ACT - BALANCE OF PAYMENTS PROGRAM CERTIFICATE

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AUTO	KA7095	252.247-7022	01-AUG-1992	REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA
ADDED	KS7169	52.7169	01-APR-1991	WAIVER OF FIRST ARTICLE

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

ADDED	LF0005	52.204-6	01-OCT-2003	DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER
AUTO	LF0030	52.214-01	01-APR-2002	SOLICITATION DEFINITIONS - SEALED BIDDING
AUTO	LF0035	52.214-03	01-APR-2002	AMENDMENTS TO INVITATIONS FOR BIDS
AUTO	LF0040	52.214-04	01-APR-2002	FALSE STATEMENTS IN BIDS
AUTO	LF0046	52.214-5	01-MAR-1997	SUBMISSION OF BIDS
AUTO	LF0050	52.214-06	01-APR-1984	EXPLANATION TO PROSPECTIVE BIDDERS
AUTO	LF0056	52.214-7	01-NOV-1999	LATE SUBMISSIONS, MODIFICATIONS, AND WITHDRAWALS OF BIDS
AUTO	LF0061	52.214-9	01-AUG-2003	RESERVED per FAC 2001-15
AUTO	LF0065	52.214-10	01-JUL-1990	CONTRACT AWARD - SEALED BIDDING
AUTO	LF0075	52.214-12	01-APR-1984	PREPARATION OF BIDS
AUTO	LF0175	52.222-24	01-FEB-1999	PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE REVIEW
AUTO	LA0210	252.204-7001	01-AUG-1999	COMMERCIAL AND GOVERNMENT ENTITY (CAGE) CODE REPORTING
CHANGED	LF6045	52.216-01	01-APR-1984	TYPE OF CONTRACT

The Government contemplates award of a Firm Fixed Price contract resulting from this solicitation.
(End of Provision)

AUTO/CHANGE	LF6500	52.233-2	01-AUG-1996	SERVICE OF PROTEST
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(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from Jo-Ann Lee, Commander, US Army CECOM, Acquisition Center, Attn: AMSEL-ACCC-RT-L, Bldg. 1208 West, 2nd Floor, Fort Monmouth, NJ 07703-5008

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

AUTO	LF7240	52.252-01	01-FEB-1998	SOLICITATION PROVISIONS INCORPORATED BY REFERENCE
AUTO	LM7251	52.XXXX	01-FEB-2004	AMC-LEVEL PROTEST PROGRAM

SECTION M - EVALUATION FACTORS FOR AWARD

CHANGED	MS6110	52.6110	01-APR-1991	FAILURE TO COMPLY WITH F. O. B. TERMS
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F.O.B. terms and shipping instructions are set forth in Section B under each item, and/or in Section F. For purposes of evaluation, bidders/offerors are cautioned that any bid/offer submitted on a basis other than F.O.B. Destination for Items(s) 0001 through 0005 will be rejected as nonresponsive or may be considered unacceptable.

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ADDED MS7100 52.7100 01-SEP-1997 ALL OR NONE BASIS FOR AWARD

ADDED MS7150 52.7150 01-SEP-1997 EVALUATION--FIRST ARTICLE (CONTRACTOR TESTING)

AUTO/CHANGE MS7300 52.7300 01-APR-1992 TREATMENT OF DUTIES IN THE EVALUATION OF BIDS/OFFERS

a. Duty will be excluded from the evaluation of a foreign source bid/offer if the foreign source is an FMS/Offset Arrangement country, DFARS 225.7307 or a NATO cooperative project participant, DFARS 225.871.

1. An 'FMS/Offset country' is a foreign country which has an offset arrangement negotiated in conjunction with a Foreign Military Sale and which arrangement provides for obtaining a waiver of the Buy American Act restrictions on a case-by-case basis.

2. Cooperative project authority allows departments or agencies, that have authority to do so, to enter into a cooperative project agreement with NATO or with one or more member countries of that organization under DoDD 5530.3, International Agreements.

b. However, in the case of designated country end products under DFARS 225.4 (unless the designated country is also a NATO cooperative project participant or an FMS/Offset Arrangement country), it can be concluded the duty is to be included in the price for evaluation, since there is no specific coverage of duty. Designated countries are the countries designated in the Trade Agreement Act of 1979. The list of designated countries appears at FAR 25.003.